



**Tuesday, February 22, 2022
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of February 7, 2022 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Ordinance Providing for the Issuance of not to Exceed \$26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to Finance Water and Sewer Infrastructure Improvements, Authorizing Designated Officials to Sell said Bonds by the Execution of a Notification of Sale, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on Said Bonds and Authorizing the Sale of said Bonds to Robert W. Baird & Co. Incorporated
3. Motion Approving Parameters for the Sale of Old Fire Station #3
4. Resolution Authorizing an Amended Lease Agreement between the City of Decatur and Flock Safety for the Deployment of 40 Additional LPR Cameras in City Neighborhoods and Adjacent Thoroughfares
5. Resolution Authorizing an Agreement between the City of Decatur and Power DMS for Policy and Training Management Software for the Decatur Police Department
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co. Inc. for 2022 Annual Valve and Hydrant Replacement Project, Various Locations, City Project 2022-23

7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with National Water Main Cleaning Co. for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01
8. Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Construction Services for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01
9. Ordinance Amending City Code Chapters 50 Licenses, 52 Alcoholic Liquor, and 73 Offenses
10. Resolution Authorizing HOME Investment Partnership (HOME) Subrecipient Agreement with Woodford Homes, Inc. (Carrie Lane)
11. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of the Vacant Building at 1566 N Church
12. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of the Vacant Building at 305 W. Macon
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. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings
 - C. Resolution Approving Reappointments - Electrical Commission
 - D. Resolution Approving Appointment - Electrical Commission

VI. Other Business

VII. Adjournment

Monthly Reports, January, 2022

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

ATTACHMENTS:

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

CITY COUNCIL MINUTES
Monday, February 7, 2022

On Monday, February 7, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Chuck Kuhle. Councilman Bill Faber participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor 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. 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 announced that the Closed Executive Session scheduled at the end of the meeting was postponed to Thursday, February 17, 2022 at 1:30 p.m.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Abeer Motan, Shemuel Sanders and Deloyde Sanders.

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

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the January 18, 2022, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

R2022-17 Resolution Authorizing Professional Services Agreement - Lisa Bonnett, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council regarding funding for the agreement.

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

R2022-18 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of Five (5) 2022 Ford Interceptor Utility Vehicles and One (1) Ford F150 Police Responder, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the following two Resolutions.

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

R2022-19 Resolution Accepting the Quote of Midwest Public Safety LLC for the Purchase of Six GETAC B630 Computers and Associated Equipment, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-20 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of a Vacant Building at 139 East Marietta Street, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council regarding ownership of the vacant building.

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

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

- Item A. R2022-21 Resolution Approving Appointment – Human Relations Commission
- Item B. 2022-02 Ordinance Annexing Territory - 3224 West Marietta Street
- Item C. 2022-03 Ordinance Annexing City Owned Undeveloped Properties near Brush College and Faries Parkway
- Item D. 2022-04 Ordinance Annexing City Owned Commercial Properties near Brush College and Faries Parkway

Item E. R2022-22 Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials

Item F. R2022-23 Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate

Item G. R2022-24 Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel and Polyethylene Pipe

Item H. R2022-25 Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete

Councilwoman Gregory moved Items A. through H. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber 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 commended the Public Works Department for their snow removal efforts.

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

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

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description

Type

Financial Commentary

Backup Material

Treasurer's Report

Backup Material



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

Treasurer's Financial Report January 2022

The year of 2021 presented challenges to the city operationally and financially, and this affected the planning and development of the FY2022 budget, making it conservative in nature. The total adopted budget for fiscal year 2022 authorizes \$253,297,247 in expenditures against \$256,485,087 in authorized revenues. Nevertheless, this budget includes more money than ever for the Council's goals of demolition of derelict structures and community revitalization while modest in adding to headcount, one of the city's largest expenses. Larger departments such as Public Works and Police continue to operate below authorized maximum staffing levels. There are about 30 positions that are budgeted for in FY2022 that are vacant.

This is the first report for the adopted budget for the fiscal year beginning January 1, 2022, and ending December 31, 2022. The city's financial condition continues to improve, in part due to inflationary impacts on revenue, and fund balances did not suffer as we closed out the previous fiscal year, with the General Fund having nearly \$16 million at the close of FY2021 and coming in at \$16.5 million at the close of January FY2022.

As the city progresses through FY2022, it is too early to make trend predictions with only one month of data, nevertheless revenues mostly came in above budget compared to recent years as a comparison, contributing to the half million dollar fund balance increase in the General Fund. Meanwhile General Fund personnel and operating expenses were comparable to previous years and close to budget projections of \$3.2 million and \$1.4 million, respectively.

City Financial Position

Cash: The City of Decatur ended January with a total cash position of \$91.4 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$90.6 at the end of FY2021. The chart below shows the cash positions of the various fund categories in millions of dollars.

Fund Type	Dec-21	Jan-22	Comment
Special Revenue	\$15.9	\$13.6	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	\$2.7	\$2.7	Debt service and development agreements
Capital	\$6.8	\$4.5	Capital funding
Debt	\$1.4	\$1.4	Debt service obligations
Internal Service	\$3	\$3.6	Risk, healthcare, fleet maintenance
Enterprise	\$44.5	\$46.8	Utilities: Water, Sewer, Transit
Non-General Fund	\$74.7	\$74.9	
General Fund	\$15.9	\$16.5	Basic government services
Total City Cash	\$90.6	\$91.4	

Changes of note in the period:

Background accounting movements of about \$2.6 million dollars between the Water Debt Fund and Transit were necessary to end FY2021 with a positive fund balance for audit purposes, and do not reflect actual capital or operating expenditures in January as the funds were transferred back into the Water Debt Fund at the start of the new fiscal year. This report reflects those transfers.

The non-general funds related to capital expenditures, such as the Motor Fuel Tax Fund, had \$2 million in expenditures aiding Public Works on several large projects, such as Brush College Road.

As the federal and state fiscal years do not align with the City's, it is normal to receive large revenue sums in our grant funded operations, such as the \$1.8 million in revenue in the Transit Fund.

There are no property tax disbursements until June of this year.

On a small note, pension fund expense for Police and Fire are now slightly lower, showing the lack of various fees that are not paid out with the recent consolidation at the state level.

General Fund Position

Cash

The General Fund ended January 2022 with a cash position of \$16.5 million, which represents approximately 76 days of cash reserve. The council approved a cash reserve policy of 60 days, or about \$13 million dollars.

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

\$(000)	Year to Date	Budget Target	% vs Target
Revenue	\$61,116	\$50,821	120%
Expense	\$56,368	\$60,906	92%
Surplus	\$4,794	\$(10,085)	

General Fund Revenue

Revenue to date through January is \$6.1 million versus a budget target of \$5.08 million, above budget by about 20%.

Year to date position of revenue vs budget

GENERAL GOV TAXES	Actual	Budget	vs Budget	% vs Budget
PROPERTY TAX	-	-	-	-
MOBILE HOME PRIVELEGE TAX	-	-	-	-
STATE SALES TAX	1,021,688	955,044	66,644	7%
TELEPHONE UTILITY TAX	99,599	81,159	18,441	19%
FOOD & BEVERAGE TAX	325,939	267,525	58,413	18%
HOTEL AND MOTEL TAX	62,215	47,981	14,234	23%
LOCAL SALES TAX	992,643	857,511	135,132	14%
AVIATION FUEL TAX	845	600	245	29%
LOCAL USE TAX	215,409	310,182	(94,773)	-44%
AUTO RENTAL TAX	3,603	3,463	140	4%
UTILITY TAX - ELECTRIC & GAS	451,232	406,705	44,527	10%
VIDEO GAMING TAX	186,950	200,000	70,116	-7%
CABLE TV TAX	13,687	116,834	(103,147)	-754%
Sub Total	3,373,809	3,247,005	209,971	96%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	-	2,500	(2,500)	
STATE REPLACEMENT TAX	489,253	202,809	286,443	59%
STATE INCOME TAX	960,878	795,004	165,874	17%
FEDERAL GRANTS	99,401	-	99,401	100%
FEDERAL GRANTS ARP	-	-	-	
STATE GRANTS OR OTHER	-	-	-	
POLICE OT REIMBURSEMENTS	7,199	10,000	(2,801)	-39%
CANNABIS TAX	9,966	8,583	1,383	14%
Sub Total	1,566,697	1,018,896	547,801	35%
GENERAL GOV LICENSES/PERMITS				
	292,874	136,688	156,186	53%
GENERAL GOV FINES/FEES				
	62,048	95,383	(33,335)	-54%
INVESTMENT				
INTEREST INCOME	-	-	-	-

Revenue Comments

- Property tax revenues are not disbursed until June.
- Cable TV tax disbursements in past years have combined January and February payments.
- General government fines and fees, and licenses and permits, are things like contractor licenses, liquor licenses, parking fees, and building permits, which are highly seasonal and periodic.
- Grant distributions are also highly periodic and irregular.
- Local Use Tax is distributed with a three month delay. January revenues as actually from retail taxes from November of the previous year, and thus without enough data it is too early to predict what will happen for 2022, where a 3% increase was budgeted. Local and state sales taxes, remitted the same way, show strong growth.

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 a comparison to the full year budget and prior year revenue receipt. We are only one month into the 12 month cycle and there is no benchmark.

	2022 Budget	2022 YTD	YTD % of budget	2021 YTD	% Change year vs year
State Sales Tax	12,556,000	1,021,688	8.1%	924,218	10.5%
Local Sales Tax	11,521,000	992,643	8.6%	826,777	20.1%
State Income Tax	9,958,000	960,878	9.6%	807,110	19.1%
Utility Tax (Gas/Electric)	4,925,000	451,231	9.2%	387,338	16.5%
Food & Beverage Tax	3,651,000	325,939	8.9%	259,733	25.5%
State Local Use Tax	3,199,000	215,409	6.7%	301,148	-28.5%
Video Gaming Tax	2,400,000	186,950	7.8%	85,531	118.6%
State Replacement Tax	1,557,000	379,831	24.4%	184,199	106.2%
Hotel Use Tax	849,000	62,215	7.3%	45,696	36.1%
Cable TV Tax	1,127,000	13,687	1.2%	115,677	-88.2%

General Fund Expense Comments

On a year-to-date basis, general fund spending was \$5.63 million, about half a million below the monthly budget projection, or about 7%.

There are 30 vacant full-time positions. Operating expenses are about \$300,000 over the budget projection, so personnel expenses are the primary driver of underspending.

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

Fund	Fund Balance	Comment
Federal HOME	181,729	Federally approved programs
Federal CDBG	11,209	
State Drug Enforcement	283,544	Police programs
Federal DUI Drug Enforcement	234,847	Police programs
Building Fund	214,970	R&M and capital of Library facility
Public Library	415	Operational fund of Library

Library Capital	533,467	Capital Expense requirements and cash reserves
Library Trust	123,283	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	1,089,792	Street repairs and maintenance
State Motor Fuel Tax	3,202,899	Street repairs and maintenance
Community Revitalization	5,353,172	Revitalization initiatives
2018 Project	2,961,681	General Obligation bond proceeds for construction of new fire stations
Capital Project	80,874	Minimal funding available
Equipment Replacement	1,617,148	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	1,470,257	Debt payments on current debt issues
Fleet Maintenance	345,217	Repair and maintenance of city vehicle fleet
Risk Management	2,065,169	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	1,212,657	Coverage for healthcare and other benefit expenses.
Public Transit Operations	(1,206,744)	Operational and capital funding of the transit system
Fiber Optics	950,580	City investment in the next phase of a fiber optic network
Storm Water	3,192,117	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	13,826,258	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	8,117,432	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
Water Bond	217,329	Project completed and unspent funds are remaining
Grant	81,587	Unbudgeted FY2022 grants
ARP	1,798,097	Federal ARP funds as per city budget

Trust and Agency Fund balance of \$190 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investments include \$12.7 in U.S. Treasury Bonds. The investment schedule in this report provides details on the investments. The investments are comprised of \$2 million in 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 few months to the next three years.

The interest earnings from the investments to date have earned the city \$1.1 million. Additional interest income will accrue to the city over the period of 2022 to investment maturity in an amount estimated to be about \$30,000.

Debt

The city of Decatur closed FY2021 with an outstanding of \$158 million. There are approximately \$21 million dollars in debt payments scheduled for FY2022. All debt principal and interest payments are covered in the FY2022 budget and are secured within the cash flow operations of the city.

Revenue Tracking

City-wide revenue received to date in the fiscal month of January, 2022 is \$14.2 million. This is about 6% of the \$256 million in budgeted revenue. Property tax revenues, one of the City's sources of revenue do not come in until June.

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

Property Tax for FY2022

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

Expenditure Tracking

City-wide expenditures at the end of January are \$14.5 million of the \$253 million in budgeted revenues, or about 6% of budget.

Water Utility

The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared

to the previous year, as well as on a monthly basis. In addition, key balance sheet items are reported as well as Capital Expense spending.

Water Utility performance achieved through the end of January, on an operating margin (before debt service) of \$1.2 million of revenue over expenses, comparable to \$1.4 million in FY2021. There is approximately \$13.4 million in outstanding debt, of which \$181,215 was paid during January.

Headcount Staffing

Total city staffing is 424 full-time positions out of 455 budgeted full-time positions.



Fiscal Year 2022

Fiscal Period Ending January 2022

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: January 2022

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
10	General Fund GENERAL FUND	15,997,078.33	6,116,361.31	5,636,864.67	32,242.49		16,508,817.46		16,508,817.46	0.00
16	Special Revenue Funds									
16	COMMUNITY GRANT FUND	592.34	14,209.00	987.63	(22,000.00)		(8,186.29)		(8,186.29)	22,000.00
17	HOME FUND	181,040.41	12,614.57	11,925.87	0.00		181,729.11		181,729.11	
18	CDBG FUND	10,947.99	45,280.80	45,020.07	0.00		11,208.72		11,208.72	
22	DUATS FUND	73,256.41	65,184.85	53,680.51	0.00		84,760.75		84,760.75	
25	STATE DRUG ENFORCEMENT	295,564.60	284.10	12,304.50	0.00		283,544.20		283,544.20	
26	DUI FINES AND FEES FUND	233,735.10	6,194.77	5,083.00	0.00		234,846.87		234,846.87	
27	POLICE LAB & PROGRAMS	187,336.78	0.00	0.00	0.00		187,336.78		187,336.78	
30	FEDERAL DRUG ENFORCEMENT	265,152.39	0.00	0.00	0.00		265,152.39		265,152.39	
34	BUILDING FUND	199,312.96	49,115.00	33,458.15	0.00		214,969.81		214,969.81	
35	LIBRARY FUND	1,551,583.76	160,802.87	318,046.60	0.00		1,394,340.03		1,394,340.03	
36	MUNICIPAL BAND FUND	103,384.19	1,048.00	2,283.00	0.00		102,149.19		102,149.19	
37	FOREIGN FIRE INSURANCE FUND	184,140.41	871.54	5,176.35	0.00		179,835.60		179,835.60	
42	LOCAL STREETS & ROADS	1,352,171.88	155,334.22	417,714.55	0.00		1,089,791.55		1,089,791.55	
46	MOTOR FUEL TAX FUND	5,013,574.90	283,092.22	2,093,768.41	0.00		3,202,898.71		3,202,898.71	
58	LIBRARY CAPITAL	533,466.61	0.00	0.00	0.00		533,466.61		533,466.61	
59	LIBRARY TRUST FUNDS	130,222.29	200.00	7,139.36	0.00		123,282.93		123,282.93	
82	DCDF FUND	152,139.74	1,367.90	0.00	0.00		153,507.64		153,507.64	
84	COMMUNITY REVITALIZATION	5,373,021.76	2,350.00	22,200.00	0.00		5,353,171.76		5,353,171.76	
85	GRANT FUND	81,586.80	0.00	0.00	0.00		81,586.80		81,586.80	
	Total Special Revenue Funds	15,922,231.32	797,949.84	3,028,788.00	(22,000.00)	0.00	13,669,393.16	0.00	13,669,393.16	22,000.00
19	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	197,887.95	0.00	0.00	0.00		197,887.95		197,887.95	
21	WABASH CROSSING TIF	1,691,619.59	0.00	0.00	0.00		1,691,619.59		1,691,619.59	
23	EASTGATE TIF FUND	361,030.32	17,500.00	0.00	0.00		378,530.32		378,530.32	
24	SOUTHSIDE TIF FUND	148,375.10	0.00	0.00	0.00		148,375.10		148,375.10	
28	PINES SHOPPING CENTER TIF	101,591.10	2,832.00	0.00	0.00		104,423.10		104,423.10	
29	GRAND & OAKLAND TIF	184,569.66	5,413.00	0.00	0.00		189,982.66		189,982.66	
	Total TIF & Redevelpmnt Funds	2,685,073.72	25,745.00	0.00	0.00	0.00	2,710,818.72	0.00	2,710,818.72	0.00
40	Capital Funds									
40	PEG CAPITAL FUND	107,648.65	2,737.30	2,532.23	0.00		107,853.72		107,853.72	
44	2018 PROJECT FUND	2,961,645.71	35.28	0.00	0.00		943,061.80	2,018,619.19	2,961,680.99	
45	CAPITAL PROJECT FUND	85,873.88	0.00	5,000.00	0.00		80,873.88		80,873.88	(1,081,816.00)
61	EQUIPMENT REPLACEMENT	1,718,456.89	25,663.76	126,972.38	0.00		1,617,148.27		1,617,148.27	
99	AMERICAN RESCUE PLAN	1,998,097.44	0.00	200,000.00	0.00		1,798,097.44		1,798,097.44	
	Total Capital Funds	6,871,722.57	28,436.34	334,504.61	0.00	0.00	4,547,035.11	2,018,619.19	6,565,654.30	(1,081,816.00)

City of Decatur
Treasurer's Cash Report

Month of: January 2022

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,449,277.62	21,729.00	750.00	0.00		1,470,256.62		1,470,256.62	0.00
60	Internal Service Funds									
	FLEET MAINTENANCE	257,703.24	229,015.43	141,501.50	0.00		345,217.17		345,217.17	
64	RISK MANAGEMENT	1,862,083.53	349,998.92	146,913.36	0.00		2,065,169.09		2,065,169.09	
65	INSURANCE FUND	969,921.60	1,143,996.81	901,261.16	0.00		1,212,657.25		1,212,657.25	
	Total Internal Service Funds	3,089,708.37	1,723,011.16	1,189,676.02	0.00	0.00	3,623,043.51	0.00	3,623,043.51	0.00
70	Enterprise Funds									
	MASS TRANSIT - OPERATION	245,319.45	1,818,898.54	620,962.06	(2,650,000.00)		(1,206,744.07)		(1,206,744.07)	2,650,000.00
77	FIBER OPTICS	947,981.88	2,690.80	93.00	0.00		950,579.68		950,579.68	
78	STORM WATER	3,181,978.91	124,652.47	114,514.57	0.00		3,192,116.81		3,192,116.81	
79	SEWER FUND	13,759,353.52	577,095.00	510,190.36	0.00		13,826,258.16		13,826,258.16	
80	WATER FUND	7,015,243.15	2,229,014.59	1,196,699.54	69,873.42		8,117,431.62		8,117,431.62	
81	WATER CAPITAL	9,161,123.04	0.00	106,888.25	0.00		9,054,234.79		9,054,234.79	1,081,816.00
86	WATER DEBT	9,828,000.00	0.00	0.00	2,672,000.00		12,500,000.00		12,500,000.00	(2,672,000.00)
88	RECYCLING PROGRAM	230,932.47	57,985.24	48,369.90	0.00		240,547.81		240,547.81	
89	WATER BOND	217,329.47	0.00	0.00	0.00		217,329.47		217,329.47	
	Total Enterprise Funds	44,587,261.89	4,810,336.64	2,597,717.68	91,873.42	0.00	46,891,754.27	0.00	46,891,754.27	1,059,816.00
90	Trust & Agency Funds									
	FIRE PENSION FUND CASH	2,592,742.33	149,886.66	791,411.41	0.00		1,951,217.58		1,951,217.58	
90	FIRE PENSION INVESTMENTS	78,360,273.38	0.00	0.00	0.00			78,360,273.38	78,360,273.38	
	TOTAL FIRE PENSION	80,953,015.71	149,886.66	791,411.41	0.00	0.00	1,951,217.58	78,360,273.38	80,311,490.96	
91	POLICE PENSION FUND CASH	1,385,342.85	174,724.94	839,715.18	0.00		720,368.23		720,368.23	
91	POLICE PENSION INVESTMENTS	109,382,399.45	380,053.62	15.62	0.00			109,762,437.45	109,762,437.45	
	TOTAL FIRE PENSION	110,767,742.30	554,778.56	839,730.80	0.00	0.00	720,368.23	109,762,437.45	110,482,805.68	
	Total Trust & Agency Funds	191,720,758.01	704,665.22	1,631,142.21	0.00	0.00	2,671,585.81		190,794,296.64	0.00
	Total City Funds	282,323,111.83	14,228,234.51	14,419,443.19	102,115.91	0.00	92,092,704.66	2,018,619.19	282,234,034.68	0.00
Memorandum Items										
	Pooled Cash Investments							10,768,511.82	10,768,511.82	
	City Funds ex Trust & Agency	90,602,353.82	13,523,569.29	12,788,300.98	102,115.91	0.00	89,421,118.85	12,787,131.01	91,439,738.04	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: January 2022

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

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

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

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

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Monthly Fund Balance History

Period Ending: January 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
89 Water Bond	2020	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329
	2021	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329
	2022	217,329											
99 American Rescue Plan	2021	-	-	-	-	-	16,911,068	16,911,068	2,415,664	2,280,713	2,183,262	2,183,262	1,998,097
	2022	1,798,097											
Total City Funds	2020	66,326,394	59,328,263	63,339,447	61,986,652	61,943,064	61,300,804	64,629,544	67,936,933	69,412,081	71,262,473	72,179,232	63,053,790
	2021	65,121,665	54,911,485	60,455,485	60,836,641	64,191,851	81,644,307	86,725,388	86,341,738	87,198,250	87,553,173	92,021,130	90,602,354
	2022	91,439,738	-	-	-	-	-	-	-	-	-	-	-
90 Fire Pension	2020	72,608,249	72,352,094	71,847,284	71,298,290	71,344,251	70,970,136	71,958,243	72,722,435	72,846,290	74,697,841	74,344,841	75,015,244
	2021	74,468,832	73,985,673	73,653,661	73,198,390	72,777,449	80,311,491	76,599,900	76,372,891	77,269,548	77,399,895	78,374,436	80,953,016
	2022	80,311,491											
91 Police Pension	2020	99,514,419	99,142,676	99,134,621	98,527,668	98,290,046	98,099,077	98,907,965	99,660,914	99,645,370	100,818,835	100,839,635	102,360,461
	2021	102,188,690	102,804,193	102,835,309	102,709,816	102,659,205	110,482,806	105,288,247	105,062,302	106,200,649	106,650,630	106,267,354	110,767,742
	2022	110,482,806											
Total All Funds	2020	238,449,062	230,823,033	234,321,351	231,812,610	231,577,361	230,370,017	235,495,752	240,320,281	241,903,741	246,779,149	247,363,707	240,429,495
	2021	241,779,187	231,701,351	236,944,455	236,744,847	239,628,504	272,438,603	268,613,536	267,776,932	270,668,448	271,603,698	276,662,921	282,323,112
	2022	282,234,035	-	-	-	-	-	-	-	-	-	-	-

City of Decatur
Treasurer's Investment Report

Month of: January, 2022

Water Bond		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 2020	YTD Interest Received 2021	Estimated Income
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	0.00	0.00	0.00
Pooled Cash		Multiple Funds - Pooled Cash										
Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00
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
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
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
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
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
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
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
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
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
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	0.00	0.00	0.00
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	0.00	0.00	0.00
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	0.00	0.00	0.00
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	0.00	0.00	0.00
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	11,993.82	0.00	11,993.82	6,875.00	0.00	0.00
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	41,024.59	0.00	41,024.59	10,312.50	0.00	0.00
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	42,918.03	0.00	42,918.03	11,000.00	0.00	0.00
US Cash Management Bill Zero	09/01/20	0.00000%	0.00	0.00	0.00	0.00	541.55	0.00	541.55	541.55	0.00	0.00
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	47,001.20	0.00	47,001.20	24,062.50	0.00	0.00
US Treasury Bond	12/31/20	1.75000%	0.00	0.00	0.00	0.00	14,471.15	0.00	14,471.15	14,471.15	0.00	0.00
US Treasury Bond	06/30/21	1.12500%	0.00	0.00	0.00	0.00	33,658.29	0.00	33,658.29	16,875.00	8,437.50	0.00
US Treasury Bond	08/31/21	1.12500%	0.00	0.00	0.00	0.00	17,900.55	0.00	17,900.55	0.00	17,900.55	0.00
US Treasury Bond	09/30/21	1.12500%	0.00	0.00	0.00	0.00	21,547.13	0.00	21,547.13	11,250.00	10,297.13	0.00
US Treasury Bond	11/30/21	1.50000%	0.00	0.00	0.00	0.00	66,476.43	0.00	66,476.43	33,101.43	33,375.00	0.00
US Treasury Bond	03/31/22	0.37500%	1,500,000.00	1,504,453.13	0.00	1,504,453.13	10,353.71	1,916.21	8,437.50	2,812.50	5,625.00	5,625.00
US Treasury Bond	08/31/22	0.12500%	1,750,000.00	1,750,000.00	0.00	1,750,000.00	2,936.81	930.60	2,006.21	0.00	2,006.21	2,187.50
US Treasury Bond	11/30/22	0.12500%	1,000,000.00	1,000,010.73	0.00	1,000,010.73	1,984.89	841.35	1,143.54	0.00	1,143.54	1,250.00
US Treasury Bond	11/30/23	0.50000%	2,225,000.00	2,224,304.69	0.00	2,224,304.69	1,440.15	1,440.15	0.00	0.00	0.00	8,343.75
US Treasury Bond	06/15/24	0.25000%	1,500,000.00	1,490,529.90	0.00	1,490,529.90	2,215.82	494.51	1,721.31	0.00	1,721.31	3,750.00
US Treasury Bond	08/15/24	0.37500%	1,600,000.00	1,599,062.50	260.87	1,599,323.37	2,510.87	2,771.74	0.00	0.00	0.00	6,000.00
US Treasury Bond	09/15/24	0.37500%	1,000,000.00	995,429.69	155.39	995,585.08	1,284.53	1,439.92	0.00	0.00	0.00	3,750.00
Federated US Treasury Cash Reserves	Liquid		204,304.92	204,304.92	0.00	204,304.92	21,690.49	0.86	21,689.63	609.64	79.03	9.57
Total Investment(s)			10,779,304.92	10,768,095.56	416.26	10,768,511.82	652,245.93	9,835.34	642,826.85	131,911.27	80,585.27	30,915.82
Fire Capital Bond		Fund 44										
Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2020	YTD Interest Received 2021	Estimated Income
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	0.00	0.00	0.00
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
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
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	0.00	0.00	0.00
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	0.00	0.00	0.00
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	0.00	0.00	0.00
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	0.00	0.00	0.00
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	0.00	0.00	0.00
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	0.00	0.00	0.00
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	0.00	0.00	0.00
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	21,708.56	0.00	21,708.56	6,875.00	0.00	0.00
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	7,851.78	0.00	7,851.78	7,851.78	0.00	0.00
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	0.00	0.00
US Treasury Bond	05/31/20	1.37500%	0.00	0.00	0.00	0.00	25,133.20	0.00	25,133.20	6,875.00	0.00	0.00
US Treasury Bond	08/31/20	1.37500%	0.00	0.00	0.00	0.00	21,437.67	0.00	21,437.67	10,312.50	0.00	0.00
US Treasury Bond	09/30/20	1.37500%	0.00	0.00	0.00	0.00	11,345.63	0.00	11,345.63	11,345.63	0.00	0.00
US Treasury Bill Zero	11/27/20	0.00000%	0.00	0.00	0.00	0.00	800.01	0.00	800.01	800.01	0.00	0.00
US Treasury Bond	03/31/21	1.25000%	0.00	0.00	0.00	0.00	5,430.33	0.00	5,430.33	4,687.50	742.83	0.00
US Treasury Bond	05/31/21	1.37500%	0.00	(0.00)	0.00	(0.00)	9,166.67	0.00	9,166.67	6,875.00	2,291.67	0.00
US Treasury Bond	08/31/21	1.12500%	0.00	0.00	0.00	0.00	8,295.64	0.00	8,295.64	0.00	8,295.64	0.00
US Treasury Bill Zero	09/30/21	0.00000%	0.00	0.00	0.00	0.00	151.67	0.00	151.67	0.00	151.67	0.00
US Treasury Bill Zero	11/26/21	0.00000%	0.00	0.00	0.00	0.00	156.84	0.00	156.84	0.00	156.84	0.00
US Treasury Bill Zero	02/24/22	0.00000%	985,000.00	984,778.68	0.00	984,778.68	201.62	201.62	0.00	0.00	0.00	0.00
Federated US Treasury Cash Reserves	Liquid		1,033,439.28	1,033,439.28	0.00	1,033,439.28	8,740.63	4.34	8,736.29	3,386.88	162.46	48.47
Total Investment(s)			2,018,439.28	2,018,217.96	0.00	2,018,217.96	184,928.48	205.96	184,722.52	64,634.30	11,801.11	48.47
GRAND TOTALS:			12,797,744.20	12,786,313.52	416.26	12,786,729.78	1,130,076.80	10,041.30	1,120,451.76	196,545.57	92,386.38	30,964.29

City of Decatur
Debt Schedule



Period Ending: 2021 End of Year
date of update: December 31, 2021

Debt Instrument		Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Refl) 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
							1st	2nd		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 Construction 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 Construction 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 Construction 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	180,824.00	66,568.85		37,577.03	1,708.61	28,991.82	39,285.64 ok
45	IEPA Construction 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 Construction 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	703.53	-	67,536.10 ok
52	HUD Section 108	Wabash Crossing	2019	2022	18	18	2/1	8/1	810,000.00	415,000.00		415,000.00	15,965.90	-	430,965.90 ok
55	IEPA Construction 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	Regions 2020 Promissory Note	Johnson Controls Initiative refund of 2013	2020	2028	various	80/10/60/70	2/15	8/15	13,417,000.00	13,046,000.00		1,373,000.00	247,767.00	11,673,000.00	1,620,767.00 ok
58	Regions 2021 Vehicle Note	Fire Apparatus / Police & Fire Interceptors	2021	2028	61	10	1/15 5/21	7/15 11/21	1,600,842.22	-	1,600,842.22	112,179.47	1,300.41	1,488,662.75	113,479.88 ok
59	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Aerial (xxxx4366)	2021	2028	61	10	3/15	9/15	820,633.00	-	820,633.00	-	-	820,633.00	- ok
60	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Pumper (xxxx4379)	2021	2028	61	10	3/15	9/15	569,681.00	-	569,681.00	-	-	569,681.00	- ok
61	Hickory Point Bank Vehicle Note	Public Works Street Sweeper (xxxx4382)	2021	2028	61	10	3/15	9/15	301,958.50	-	301,958.50	-	-	301,958.50	- ok
xxx															xx
Total Notes & Loans Payable										67,598,140.36	44,704,371.10	3,293,114.72	5,298,121.42	793,908.39	42,699,364.40 6,092,029.81
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	Huntington National Bank (PNC)	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
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										225,479,588.60	169,771,603.68	3,293,114.72 debt in period	15,041,220.27	5,729,139.57	158,023,498.13 20,770,359.84

Note(s)

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- 3

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 Dredging Project.

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

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

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

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

Fire Station New Construction - Status of 2018 Project Fund 44

Bond Issuance	2018	Fund Description <u>Accounts for capital improvements that are financed by the proceeds from the issuance of bonds</u>
Par Value of Bonds	8,000,000	The 2013 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 2013 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Bussey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.
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	

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend Revenues							8,682,147	8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	
Interest Income							-	-	-	-	-	30,183	30,183
Expenditures													
Fire Station 3								-	-	-	-	8,190	8,190
Fire Station 5							168,697	25,518	-	47,955	55,701	26,885	324,755
Fire Station 7							-	-	303	-	-	-	303
Total Expenditures							168,697	25,518	303	47,955	55,701	35,075	333,244
Ending cash available							8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	8,379,081	

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

Actual Bond Spend Activity In Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	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	154,066
Expenditures													
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	19,000	19,000
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	419,111	2,170,244
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500
Total Expenditures	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,765	1,047	438,111	2,189,744
Ending cash available	8,302,118	8,157,046	8,155,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	6,343,397	

19,000	2,170,248	500	2,189,748
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Actual Bond Spend Activity In Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	
Revenues													
Interest Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,699
Expenditures													
Fire Station 3	-	-	175,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,899
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-	-	102	10,209	-	-	-	421,288
Fire Station 7	-	-	-	100	-	-	-	500	655	-	-	79,785	81,044
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865	

262,892	421,289	81,040	765,222
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Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	5,706,865	5,400,299	5,399,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	
Revenues													
Interest Income	108	1	(571)	2	1	(3,129)	1	(2,806)	347	2	(94)	34	(6,100)
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000
Expenditures													
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,741
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	53,581	318,233
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	198,902	493,249	151,746	235,169	64,755	3,219,111
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645	

2,760,740	140,136	318,237	3,219,114
2,760,740	140,136	318,237	3,219,114
3,050,822	3,056,430	400,080	6,507,332

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

Construction cost

Reconciliation	Bond proceeds	8,682,14
	Interest income	306,83
note 4	Transfer from Other Funds	480,00
	Total available for spend	9,468,97

	3,340,733	3,056,430	3,654,610	10,051,773
	note 2	note 1	note 3	
	Total funds available for spend			9,468,978
available funds	3,340,733	3,056,430	3,071,815	9,468,978
yet to spend	289,911	0	3,254,530	3,544,441
Funding issue	-	-	582,795	582,795

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

Period Ending: January 2022

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,116,361												6,116,361	
Budget Projection	5,082,157	5,406,440	5,200,820	4,983,659	5,256,319	10,671,828	5,324,714	10,352,079	9,146,029	5,489,219	5,307,419	5,979,315	78,200,000	78,200,000
Vs budget in month	1,034,204	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	1,034,204	-	-	-	-	-	-	-	-	-	-	-	(72,083,639)	
EXPENSE														
Personnel Expense														
Actual	3,648,639												3,648,639	
Budget Projection	4,435,941	4,435,941	6,653,911	4,435,941	4,435,941	4,435,941	4,435,941	4,435,941	6,653,911	4,435,941	4,435,941	4,435,941	57,667,227	57,667,227
Vs budget in month	(787,302)	-	-	-	-	-	-	-	-	-	-	-		74%
Vs budget to date	(787,302)	-	-	-	-	-	-	-	-	-	-	-	(54,018,588)	of GF Expense
Operating Expense														
Actual	1,988,226												1,988,226	
Budget Projection	1,654,672	1,389,401	1,122,469	1,728,982	1,648,325	1,912,296	1,783,477	1,764,415	1,249,249	1,665,483	1,349,428	3,264,577	20,532,773	20,532,773
Vs budget in month	333,554	-	-	-	-	-	-	-	-	-	-	-		26%
Vs budget to date	333,554	-	-	-	-	-	-	-	-	-	-	-	(18,544,548)	of GF Expense
TOTAL EXPENSE														
Actual	5,636,865	-	-	-	-	-	-	-	-	-	-	-	5,636,865	
Budget Projection	6,090,613	5,825,342	7,776,380	6,164,922	6,084,265	6,348,236	6,219,417	6,200,356	7,903,160	6,101,423	5,785,369	7,700,518	78,200,000	78,200,000
Vs budget in month	(453,748)	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(453,748)	-	-	-	-	-	-	-	-	-	-	-	(72,563,136)	
Surplus / (Deficit)														
Actual	479,497	-	-	-	-	-	-	-	-	-	-	-	479,497	
Budget Projection	(1,008,455)	(418,902)	(2,575,559)	(1,181,263)	(827,946)	4,323,592	(894,703)	4,151,723	1,242,870	(612,204)	(477,949)	(1,721,202)	(0)	-
Vs budget in month	1,487,952	418,902	2,575,559	1,181,263	827,946	(4,323,592)	894,703	(4,151,723)	(1,242,870)	612,204	477,949	1,721,202		
Vs budget to date	1,487,952	-	-	-	-	-	-	-	-	-	-	-	479,497	
Beginning Cash Balance														
Actual	15,997,078	-	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments														
Actual	32,242													
Ending Cash Balance														
Actual	16,508,817	-	-	-	-	-	-	-	-	-	-	-		

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

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

Period Ending: January 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var													-	14,618,833	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var													-	1,688,688	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	16,307,521	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,006,392												1,006,392	11,686,000	9%
var	STATE SALES TAX	var	1,033,684												1,033,684	12,700,000	8%
	OTHER TAXES TOTAL		2,040,076	-	-	-	-	-	-	-	-	-	-	-	2,040,076	24,386,000	8%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10													-	10,682,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10													-	15,300	0%
301201	STATE SALES TAX	10	1,021,688												1,021,688	12,556,000	8%
301202	TELEPHONE UTILITY TAX	10	99,599												99,599	1,190,000	8%
301203	FOOD & BEVERAGE TAX	10	325,939												325,939	3,651,000	9%
301204	HOTEL AND MOTEL TAX	10	62,215												62,215	849,000	7%
301205	LOCAL SALES TAX	10	992,643												992,643	11,521,000	9%
301206	AVIATION FUEL TAX	10	845												845	7,200	12%
301207	LOCAL USE TAX	10	215,409												215,409	3,199,000	7%
301208	AUTO RENTAL TAX	10	3,603												3,603	43,000	8%
301209	UTILITY TAX - ELECTRIC & GAS	10	451,232												451,232	4,925,000	9%
301210	VIDEO GAMING TAX	10	186,950												186,950	2,400,000	8%
301302	CABLE TV TAX	10	13,687												13,687	1,127,000	1%
	Sub Total		3,373,809	-	-	-	-	-	-	-	-	-	-	-	3,373,809	52,165,500	6%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	-												-	30,000	0%
302104	STATE REPLACEMENT TAX	10	379,831												379,831	1,557,000	24%
302105	STATE INCOME TAX	10	960,878												960,878	9,958,000	10%
302106	FEDERAL GRANTS	10	99,401												99,401	350,000	28%
302109	FEDERAL GRANTS ARP	10	-												-	-	0%
302107	STATE GRANTS OR OTHER	10	-												-	120,000	0%
302114	POLICE OT REIMBURSEMENTS	10	7,199												7,199	100,000	6%
302121	CANNABIS TAX	10	9,966												9,966	111,000	0%
	Sub Total		1,457,275	-	-	-	-	-	-	-	-	-	-	-	1,457,275	12,226,000	12%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	163,660												163,660	1,963,920	8%
303608	RISK & EE BENEFIT SERVICES	10	19,978												19,978	239,736	8%
303621	ADMIN SERVICES	10	191,777												191,777	2,301,324	8%
303622	PUBLIC WORKS SERVICES	10	131,733												131,733	1,580,796	8%
303626	BLDG INSPECTION SERVICES	10	8,313												8,313	99,756	8%
303628	SEWER FUND-EPA	10	30,974												30,974	371,688	8%
306700	IT SERVICES	10	81,087												81,087	973,044	8%
306707	CDBG PERSONNEL/EXP REIMB	10	32,837												32,837	444,000	7%
306751	HOME PERSONNEL/EXP REIMB	10	2,480												2,480	102,000	2%
306753	DUATS PERSONNEL/EXP REIMB	10	36,594												36,594	192,000	19%
306762	TRANSFER FROM COM. GRANTS	10	238												238	12,000	2%
	Sub Total		699,671	-	-	-	-	-	-	-	-	-	-	-	699,671	8,280,264	8%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	225												225	12,000	2%
304302	GARBAGE HAULERS	10	-												-	27,000	0%
304303	CONTRACTOR LICENSES	10	6,400												6,400	27,000	24%
304304	LIQUOR LICENSES	10	-												-	528,000	0%
304305	RENTAL PROGRAM INCOME	10	-												-	25,000	0%
304307	OTHER LICENSES	10	11,566												11,566	391,250	3%
304401	BUILDING PERMITS	10	274,683												274,683	630,000	44%
	Sub Total		292,874	-	-	-	-	-	-	-	-	-	-	-	292,874	1,640,250	18%

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

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

Period Ending: January 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	198												198	3,000	7%
303302	PARKING LOT 1	10	534												534	13,000	4%
303306	PARKING LOT 10	10	88												88	5,000	2%
303308	GARAGE C	10	1,210												1,210	55,000	2%
303310	RESIDENTIAL PARKING	10	540												540	4,000	14%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,505												1,505	21,000	7%
304490	ADMIN COURT FINES	10	3,221												3,221	91,000	4%
305500	ADMINISTRATIVE COURT FEES	10	1,970												1,970	43,000	5%
305501	COURT FINES	10	12,938												12,938	227,000	6%
305502	BOOT FEE	10	70												70	1,000	7%
305503	WEED CUTTING FEES	10	2,645												2,645	53,000	5%
305505	ILLEGAL USE OF VEHICLE	10	17,125												17,125	240,000	7%
305506	OVERTIME PARKING FEES	10	9,447												9,447	77,000	12%
305507	VARIANCE AND ZONING	10	280												280	5,000	6%
305513	OTHER FINES AND FEES	10	3,735												3,735	71,000	5%
305516	PET CITATIONS	10	1,760												1,760	61,000	3%
305520	TRASH & CLEAN UP FINES	10	4,781												4,781	56,000	9%
305521	VACANT PROPERTY FEE	10	-												-	118,600	0%
	Sub Total		62,048	-	-	-	-	-	-	-	-	-	-	-	62,048	1,144,600	5%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-												-	-	-
309900	BOND OR NOTE PROCEEDS	10	-												-	-	-
307101	INTEREST INCOME	10	-												-	18,000	0%
307141	INVESTMENT INCOME	10	7												7	-	-
	Sub Total		7	-	-	-	-	-	-	-	-	-	-	-	7	18,000	0%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759												76,759	921,000	8%
303415	PROFESSIONAL STANDARDS	10	-												-	2,400	0%
303510	ELECTRIC AGGREGATION ADMIN	10	17,557												17,557	124,000	14%
308801	RENTAL OF CITY PROPERTY	10	-												-	1,200	0%
308802	SALE OF CITY PROPERTY	10	-												-	-	-
308803	SALE OF OTHER PROPERTY	10	-												-	5,000	0%
308807	DEMOLITION PAYMENTS	10	(250)												(250)	-	-
308810	DAMAGE TO CITY PROPERTY	10	157												157	-	-
308814	INVENTORY REIMBURSEMENTS	10	(417)												(417)	-	-
308817	NOISE ORDINANCE FINES	10	-												-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	59												59	5,000	1%
308898	BANK RECONCILIATION ADJ	10	-												-	-	-
308899	MISCELLANEOUS INCOME	10	2,629												2,629	18,786	14%
	Sub Total		96,496	-	-	-	-	-	-	-	-	-	-	-	96,496	1,077,386	9%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-												-	35,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-												-	486,000	0%
310010	FIRE PROGRAMS	10	3,631												3,631	8,000	45%
	Sub Total		3,631	-	-	-	-	-	-	-	-	-	-	-	3,631	494,000	1%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	2,700												2,700	8,000	34%
305514	POLICE RECORDS	10	2,423												2,423	12,000	20%
	Sub Total		5,123	-	-	-	-	-	-	-	-	-	-	-	5,123	20,000	26%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-												-	406,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	406,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	65,274												65,274	128,000	51%
	Sub Total		65,274	-	-	-	-	-	-	-	-	-	-	-	65,274	128,000	51%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	29,170												29,170	396,000	7%
303606	WATER STREET CUTS	10	30,984												30,984	169,000	18%
	Sub Total		60,154	-	-	-	-	-	-	-	-	-	-	-	60,154	565,000	11%
	General Fund Total		6,116,361	-	-	-	-	-	-	-	-	-	-	-	6,116,361	78,200,000	8%

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

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

Period Ending: January 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Other Funds																	
various	COMMUNITY GRANT	16	14,209												14,209	223,440	6%
various	HOME PROGRAM	17	12,615												12,615	1,418,000	1%
various	CDBG	18	45,281												45,281	3,128,800	1%
various	OLDE TOWNE TIF	19	-												-	974,243	0%
various	WABASH CROSSING TIF	21	-												-	347,225	0%
various	DUATS	22	65,185												65,185	360,000	18%
various	EASTGATE TIF	23	17,500												17,500	330,309	5%
various	SOUTHSIDE TIF	24	-												-	47,626	0%
various	STATE DRUG ENFORCEMENT	25	284												284	103,500	0%
various	DUI COURT FINES	26	6,195												6,195	107,100	6%
various	POLICE PROGRAMS/LAB	27	-												-	1,800	0%
various	PINES SHOPPING CENTER TIF	28	2,832												2,832	108,951	3%
various	GRAND & OAKLAND TIF	29	5,413												5,413	197,334	3%
various	FEDERAL DRUG ENFORCEMENT	30	-												-	85,200	0%
various	BUILDING FUND	34	49,115												49,115	589,375	8%
various	LIBRARY OPERATIONS	35	160,803												160,803	4,134,562	4%
various	BAND	36	1,048												1,048	76,276	1%
various	FOREIGN FIRE INSURANCE	37	872												872	185,550	0%
various	PEG PROJECTS	40	2,737												2,737	71,650	4%
various	LOCAL STREETS & ROADS	42	155,334												155,334	1,900,000	8%
various	2018 PROJECT FUND	44	35												35	575,236	0%
various	CAPITAL STREET PROJECTS	45	-												-	330,000	0%
various	MFT PROJECTS	46	283,092												283,092	8,457,246	3%
various	DEBT SERVICE	50	21,729												21,729	2,292,781	1%
various	LIBRARY CAPITAL	58	-												-	252,200	0%
various	LIBRARY TRUST FUNDS	59	200												200	30,000	1%
various	FLEET MAINTENANCE	60	229,015												229,015	3,028,373	8%
various	EQUIPMENT REPLACEMENT	61	25,664												25,664	1,000,000	3%
various	RISK MANAGEMENT	64	349,999												349,999	4,204,788	8%
various	EMPLOYEE BENEFIT	65	1,143,997												1,143,997	12,699,432	9%
various	PUBLIC TRANSIT	70	1,818,899												1,818,899	13,630,298	13%
various	FIBER OPTICS	77	2,691												2,691	814,770	0%
various	STORMWATER PROJECTS	78	124,652												124,652	1,942,114	6%
various	SEWER PROJECTS	79	577,095												577,095	8,791,778	7%
various	WATER	80	2,229,015												2,229,015	32,069,828	7%
various	WATER CAPITAL	81	-												-	3,000,000	0%
various	DCDF	82	1,368												1,368	183,555	1%
various	COMMUNITY REVITALIZATION	84	2,350												2,350	5,133,500	0%
various	GRANTS	85	-												-	470,000	0%
various	RECYCLING	88	57,985												57,985	701,827	8%
various	WATER BOND FUND	89	-												-	22,400,000	0%
various	FIRE PENSION	90	149,887												149,887	11,705,312	1%
various	POLICE PENSION	91	554,779												554,779	13,281,108	4%
various	AMERICAN RESCUE PLAN	99	-												-	16,900,000	0%
Grand Total Revenues			14,228,235	-	-	-	-	-	-	-	-	-	-	-	14,228,235	256,485,087	6%

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

Period Ending: January 2022

Grant	Dept Div	Grant Name	Grantor Type	In Budget	Status	Total Request Amt
62	015 Executive	IPHCA CENSUS GRANT - SUB RECIPIENT; INFO ONLY; AJCYZ0306E	OTHER	Y	Active	101,500.00
72	015 Executive	LOCAL CORONAVIRUS URGENT REMEDTN EMERG (CURE) SUPPORT PROGAM (CARES)	FEDERAL	N	Active	3,140,263.00
74	017 Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	STATE	Y	Active	800,000.00
52	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	FEDERAL	Y	Active	344,779.73
53	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	STATE	Y	Active	69,824.30
55	050 Planning & Sustainability	20-1439-17758 STATEWIDE PLANNING & RESEARCH FUND-BICYCLE PLAN	FEDERAL	Y	Active	60,000.00
70	050 Planning & Sustainability	21-1009-20178 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	FEDERAL	Y	Active	286,839.12
71	050 Planning & Sustainability	21-1009-20178 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	STATE	Y	Active	71,709.78
68	054 Neighborhood Outreach	SINGLE FAMILY LOAN PROGRAM	STATE	N	Active	470,000.00
75	054 Neighborhood Outreach	20-488039 COD CARES FOR ME (CARES/COVID 19)	FEDERAL	N	Active	1,190,000.00
C2014	054 Neighborhood Outreach	B-14-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,220,878.00
C2016	054 Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,268,061.00
C2017	054 Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,262,045.00
C2018	054 Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	FEDERAL	Y	Active	1,378,744.00
CCV19	054 Neighborhood Outreach	CDBG CARES ACT ALLOCATION	FEDERAL	N	Active	1,292,894.00
H2014	054 Neighborhood Outreach	M-14-MC-17-0203 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	312,277.00
H2016	054 Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	327,118.00
H2017	054 Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	330,899.00
H2018	054 Neighborhood Outreach	M-18-MC-17-008 HOME INVESTMENT PARTNERSHIP	FEDERAL	Y	Active	444,741.00
29	065 Police	MACON COUNTY SHERIFF'S OFFICE K-9 TRAINING FACILITY; HOWARD BUFFETT	OTHER	Y	Active	608,852.00
44	065 Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)	FEDERAL	Y	Active	28,400.00
49	065 Police	AP-20-0069 STEP	FEDERAL	Y	Active	125,742.00
54	065 Police	2019 BULLETPROOF VEST PARTNERSHIP (BVP)	FEDERAL	Y	Active	17,395.00
60	065 Police	DUI ENFORCEMENT OFFICER; HOWARD BUFFETT	OTHER	N	Active	500,000.00
63	065 Police	HS-21-00087, 04-02 2021 STEF	FEDERAL	Y	Active	105,678.00
66	065 Police	2020-VD-BX-0262 CORONAVIRUS (CARES) EMERGENCY SUPPLEMENTAL FUNDING	FEDERAL	N	Active	99,423.00
J2020	065 Police	2020-DJ-BX-0871 JUSTICE ASSISTANCE GRANT	FEDERAL	N	Active	29,430.00
59	070 Fire	EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT	FEDERAL	Y	Active	80,931.81
69	070 Fire	EMW-2019-FO-04351 ASSISTANCE TO FIREFIGHTERS GRANT	FEDERAL	Y	Active	271,090.91
09334	082 Public Works	ILLINIOS JOBS NOW; BRUSH COLLEGE ROAD EXPANSION R-O-W R-97-007-17	STATE	Y	Active	2,006,014.00
09335	082 Public Works	IL COMPET FREIGHT PROG-BRUSH COLLEGE/FARIES GRADE SEP R-97-006-1E	FEDERAL	N	Active	25,979,493.00
09336	082 Public Works	6WGY(165)-RR GRADE CROSSING PROTECT FND GCPF BRUSH COLLEGE D-97-009-1E	STATE	N	Active	12,000,000.00
1406	082 Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	STATE	N	Active	250,000.00
1706	082 Public Works	MOUND ROAD BR W #058-3035 & MIDDLE BR OVER SPRING CREEK 058-303E	FEDERAL	N	Active	2,000,000.00
1722	082 Public Works	L17-5498 IEPA MCKINLEY AVE SEWER REHAB	FEDERAL	Y	Active	5,911,143.00
1805	082 Public Works	TAYLOR RD BRIDGE OVER WARD BRANCH #058-6002	FEDERAL	Y	Active	800,000.00
61	350 Library	20-3031-PNG PROJECT NEXT GENERATION	FEDERAL	Y	Active	14,900.00
L2020	350 Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT PENDING	STATE	Y	Active	95,152.50
50	700 Mass Transit	TS-18-317, TECHNICAL SERVICE GRANT (TRANSIT OPERATIONS ANALYSIS)	FEDERAL	Y	Active	60,000.00
51	700 Mass Transit	TS-18-317, TECHNICAL SERVICE GRANT (TRANSIT OPERATIONS ANALYSIS)	STATE	Y	Active	15,000.00
64	700 Mass Transit	IL-2020-022-01-00 CARES ACT GRANT - CAPITAL	FEDERAL	N	Active	1,500,000.00
65	700 Mass Transit	IL-2020-022-02-00 CARES ACT GRANT - OPERATING	FEDERAL	N	Active	3,000,000.00
F16-1	700 Mass Transit	IL-90-X760-00 / IL-2016-027-02 FY-16 BUS SUPPORT EQUIP & FACILITIES	FEDERAL	Y	Active	1,651,807.00
F17-2	700 Mass Transit	IL-2017-029-02 FY-17 CAPITAL FOR CARPETING & BUS STOP IMPROVMENTS	FEDERAL	Y	Active	153,802.00
F20	700 Mass Transit	IL-2020-004-00 2019-2020 OPERATING ASSISTANCE; FFY1E	FEDERAL	Y	Active	1,800,000.00
FC191	700 Mass Transit	IL-2019-010-11 BUS PROCUREMENT GRANT	FEDERAL	N	Active	4,662,000.00
FC20	700 Mass Transit	IL-2020-010-00 CAPITAL GRANT SUPPORT EQUIP AND FACILITIES	FEDERAL	Y	Active	296,100.00
S20	700 Mass Transit	OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	STATE	Y	Active	12,162,700.00
S21	700 Mass Transit	21-1141-19231 FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	STATE	Y	Active	13,379,000.00
SC14	700 Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	STATE	Y	Active	3,190,000.00
SC20	700 Mass Transit	CAP-20-xxxx-ILL #pend CAPITAL GRANT	STATE	Y	Active	1,140,000.00
73	803 Public Works Water	SECTION 319(H) -NONPOINT POLLUTION CONTROL FINANCIAL ASSISTANCE	FEDERAL	N	Submitted	150,000.00
37	840 Community Revitalization	NEIGHBORHOOD REDEVELOPMENT DONATION; HOWARD BUFFETT #1	OTHER	Y	Active	1,000,000.00
57	840 Community Revitalization	NEIGHBORHOOD REDEVELOPMENT DONATION (JOHNS HILL); HOWARD BUFFETT #2	OTHER	Y	Active	1,133,875.00

Bold print indicates information updated from previous month's report

Total 110,590,502

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

January 2022

Dlv	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,412												2,412	61,687	61,687	4%
015	EXECUTIVE	10	61,303												61,303	868,399	868,399	7%
016	HUMAN RESOURCES	10	40,361												40,361	602,304	602,304	7%
017	INFORMATION TECHNOLOGIES	10	101,820												101,820	1,852,668	1,852,668	5%
018	CITY CLERK	10	513												513	-	-	-
020	LEGAL	10	105,306												105,306	1,006,159	1,006,159	10%
035	FINANCE	10	115,899												115,899	1,572,082	1,572,082	7%
037	PURCHASING	10	15,949												15,949	197,850	197,850	8%
038	CIVIC CENTER	10	1,055												1,055	273,954	273,954	0%
039	CITY GENERAL ADMINISTRATIVE	10	602,505												602,505	4,203,942	4,203,942	14%
040	CENTRAL BUSINESS DISTRICT	10	1,250												1,250	115,000	115,000	
Sub Total			1,048,373	-	-	-	-	-	-	-	-	-	-	-	1,048,373	10,754,045	10,754,045	10%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	62,124												62,124	853,177	853,177	7%
052	BUILDING INSPECTIONS	10	62,245												62,245	795,771	795,771	8%
053	NEIGHBORHOOD INSPECTIONS	10	65,800												65,800	1,371,284	1,371,284	5%
054	REVITALIZATION & HOUSING	10	29,700												29,700	616,163	616,163	5%
055	ECONOMIC DEVELOPMENT	10	75,930												75,930	535,500	535,500	14%
Sub Total			295,799	-	-	-	-	-	-	-	-	-	-	-	295,799	4,171,895	4,171,895	7%
Public Safety																		
065	POLICE	10	2,217,452												2,217,452	30,897,437	30,897,437	7%
070	FIRE	10	1,235,393												1,235,393	21,589,122	21,589,122	6%
Sub Total			3,452,845	-	-	-	-	-	-	-	-	-	-	-	3,452,845	52,486,559	52,486,559	7%
Public Works																		
080	PUBLIC WORKS ADMIN	10	143,778												143,778	554,233	554,233	26%
082	ENGINEERING	10	81,314												81,314	1,610,298	1,610,298	5%
083	MUNICIPAL SERVICES	10	415,615												415,615	5,296,658	5,296,658	8%
084	STREETS	10	68,374												68,374	1,183,725	1,183,725	6%
086	TRAFFIC & PARKING	10	97,977												97,977	1,405,870	1,405,870	7%
088	LAND & BUILDING MGMT	10	32,790												32,790	736,717	736,717	4%
Sub Total			839,848	-	-	-	-	-	-	-	-	-	-	-	839,848	10,787,501	10,787,501	8%
General Fund Expenditure Total			5,636,865	-	-	-	-	-	-	-	-	-	-	-	5,636,865	78,200,000	78,200,000	7%
Community & Economic Development																		
16	COMMUNITY GRANT	16	988												988	223,440	223,440	0%
17	HOME PROGRAM	17	11,926												11,926	1,353,284	1,353,284	1%
18	CDBG PROGRAM	18	45,020												45,020	3,128,799	3,128,799	1%
22	DUATS	22	53,681												53,681	360,000	360,000	15%
70	PUBLIC TRANSIT	70	620,962												620,962	13,578,888	13,578,888	5%
82	DCDF	82	-												-	183,000	183,000	0%
84	COMMUNITY REVITALIZATION	84	22,200												22,200	6,537,889	6,537,889	0%
88	RECYCLING	88	48,370												48,370	657,176	657,176	7%
Sub Total			803,146	-	-	-	-	-	-	-	-	-	-	-	803,146	26,022,476	26,022,476	3%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-												-	929,140	929,140	0%
21	WABASH CROSSING TIF	21	-												-	347,000	347,000	0%
23	EASTGATE TIF	23	-												-	330,000	330,000	0%
24	SOUTHSIDE TIF	24	-												-	47,000	47,000	0%
28	PINES SHOPPING CENTER TIF	28	-												-	107,119	107,119	0%
29	GRAND & OAKLAND TIF	29	-												-	197,334	197,334	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	1,957,593	1,957,593	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

January 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	12,305												12,305	190,000	190,000	6%
26	DUI COURT FINES	26	5,083												5,083	141,000	141,000	4%
27	POLICE PROGRAMS/LAB	27	-												-	25,000	25,000	0%
30	FEDERAL DRUG ENFORCEMENT	30	-												-	125,000	125,000	0%
37	FOREIGN FIRE INSURANCE	37	5,176												5,176	185,550	185,550	3%
Sub Total			22,564	-	-	-	-	-	-	-	-	-	-	-	22,564	666,550	666,550	3%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	750												750	2,504,234	2,504,234	0%
Sub Total			750	-	-	-	-	-	-	-	-	-	-	-	750	2,504,234	2,504,234	0%
Public Works																		
42	LOCAL MFT PROJECTS	42	417,715												417,715	1,767,131	1,767,131	24%
44	2018 PROJECT FUND	44	-												-	3,248,110	3,248,110	0%
45	CAPITAL PROJECTS	45	5,000												5,000	330,000	330,000	2%
46	STATE MFT PROJECTS	46	2,093,768												2,093,768	8,030,490	8,030,490	26%
60	FLEET OPERATIONS	60	141,502												141,502	3,120,601	3,120,601	5%
61	EQUIPMENT REPLACEMENT	61	126,972												126,972	1,718,377	1,718,377	7%
78	STORM WATER PROJECTS	78	114,515												114,515	2,482,633	2,482,633	5%
79	SEWER PROJECTS	79	510,190												510,190	16,760,356	16,760,356	3%
Sub Total			3,409,662	-	-	-	-	-	-	-	-	-	-	-	3,409,662	37,457,698	37,457,698	9%
Library																		
35	LIBRARY OPERATIONS	35	318,047												318,047	4,144,223	4,144,223	8%
58	LIBRARY CAPITAL PROJECTS	58	-												-	250,000	250,000	0%
59	LIBRARY TRUST FUNDS	59	7,139												7,139	60,000	60,000	12%
Sub Total			325,186	-	-	-	-	-	-	-	-	-	-	-	325,186	4,454,223	4,454,223	7%
Internal Service and Other																		
34	BUILDING FUND	34	33,458												33,458	674,198	674,198	5%
36	BAND	36	2,283												2,283	86,876	86,876	3%
40	PEG CAPITAL PROGRAMMING	40	2,532												2,532	69,882	69,882	4%
64	RISK MANAGEMENT	64	146,913												146,913	3,424,383	3,424,383	4%
65	BENEFIT INSURANCE	65	901,261												901,261	12,165,140	12,165,140	7%
77	FIBER OPTICS	77	93												93	1,061,700	1,061,700	0%
85	GRANT FUND - COVID SPEND	85	-												-	470,000	470,000	0%
99	AMERICAN RESCUE PLAN	99	200,000												200,000	12,803,300	12,803,300	2%
Sub Total			1,286,541	-	-	-	-	-	-	-	-	-	-	-	1,286,541	30,755,479	30,755,479	4%
Water Utility																		
80	WATER UTILITY	80	1,196,700												1,196,700	31,879,232	31,879,232	4%
81	WATER CAPITAL	81	106,888												106,888	10,369,826	10,369,826	1%
89	WATER BONDS	89	-												-	9,350,000	9,350,000	0%
Sub Total			1,303,588	-	-	-	-	-	-	-	-	-	-	-	1,303,588	51,599,058	51,599,058	3%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	791,411												791,411	9,534,416	9,534,416	8%
91	POLICE PENSION	91	839,715												839,715	10,145,436	10,145,436	8%
Sub Total			1,631,127	-	-	-	-	-	-	-	-	-	-	-	1,631,127	19,679,852	19,679,852	8%
Grand Total Expenditures			14,419,428	-	-	-	-	-	-	-	-	-	-	-	14,419,428	253,297,164	253,297,164	6%

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

Month of: January 2022

home	US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue						
Water Sales		2,170,717	2,597,500	(426,783)	2,387,168	(216,451)
UCS Billing Reimb		13,069	13,069	-	19,266	(6,197)
Tapping Fees		7,955	1,250	6,705	2,645	5,310
Lake Lic. / Permits		497	20,917	(20,420)	-	497
Interest Income		-	-	-	-	-
Other Income		36,777	39,750	(2,973)	32,289	4,487
Total Revenue		2,229,015	2,672,486	(443,471)	2,441,369	(212,354)
Cost of Service						
801 Water Production		260,700	493,804	(233,104)	262,918	(2,218)
804 Water Services		265,292	300,415	(35,123)	247,689	17,603
Total Cost of Service		525,992	794,218	(268,227)	510,607	15,385
% of Revenue		23.6%	29.7%		20.9%	
Water Gross Margin		1,703,023	1,878,267	(175,245)	1,930,762	(227,739)
% of Revenue		76.4%	70.3%		79.1%	
Operating Expense						
802 Lake Management		47,714	162,872	(115,157)	83,699	(35,984)
803 Water Administration		365,866	366,761	(896)	349,427	16,439
805 Customer Service		75,912	90,547	(14,635)	86,206	(10,294)
Total Operating Expense		489,492	620,180	(130,688)	519,332	(29,839)
% of Revenue		22.0%	23.2%		21.3%	
Margin Before Debt Service		1,213,530	1,258,087	(44,557)	1,411,430	(197,900)
% of Revenue		54.4%	47.1%		57.8%	
Debt Service						
808 GO Bond Debt		375	114,322	(113,947)	100	275
809 IEPA - Nitrate Facility		-	-	-	-	-
80B IEPA - Water Tower		180,840	180,840	-	180,840	-
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service		181,215	295,163	(113,947)	180,940	275
% of Revenue		8.1%	11.0%		7.4%	
Operating Income		1,032,315	962,924	69,391	1,230,490	(198,175)
% of Revenue		46.3%	36.0%		50.4%	
Transfer to Capital						
CapEx Funding		-	-	-	-	-
Income after Capital Transfer		1,032,315	962,924	69,391	1,230,490	(198,175)
% of Revenue		46.3%	36.0%		50.4%	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
2,170,717	2,597,500	(426,783)	2,387,168	(216,451)
13,069	13,069	-	19,266	(6,197)
7,955	1,250	6,705	2,645	5,310
497	20,917	(20,420)	-	497
-	-	-	-	-
36,777	39,750	(2,973)	32,289	4,487
2,229,015	2,672,486	(443,471)	2,441,369	(212,354)
260,700	493,804	(233,104)	262,918	(2,218)
265,292	300,415	(35,123)	247,689	17,603
525,992	794,218	(268,227)	510,607	15,385
23.6%	29.7%		20.9%	
1,703,023	1,878,267	(175,245)	1,930,762	(227,739)
76.4%	70.3%		79.1%	
47,714	162,872	(115,157)	83,699	(35,984)
365,866	366,761	(896)	349,427	16,439
75,912	90,547	(14,635)	86,206	(10,294)
489,492	620,180	(130,688)	519,332	(29,839)
22.0%	23.2%		21.3%	
1,213,530	1,258,087	(44,557)	1,411,430	(197,900)
54.4%	47.1%		57.8%	
375	114,322	(113,947)	100	275
-	-	-	-	-
180,840	180,840	-	180,840	-
-	-	-	-	-
181,215	295,163	(113,947)	180,940	275
8.1%	11.0%		7.4%	
1,032,315	962,924	69,391	1,230,490	(198,175)
46.3%	36.0%		50.4%	
-	-	-	-	-
1,032,315	962,924	69,391	1,230,490	(198,175)
46.3%	36.0%		50.4%	

Balance Sheet Items (Operating Fund)					
Cash	8,117,389		6,434,905		
Interfund AR	-		-		
Investments	-		-		
Total Cash & Investments	8,117,389		6,434,905		
Accounts Receivable	3,762,797		2,709,492		

Prepared By: Office of the City Treasurer

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

Month of: **January 2022**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
Other	-	-	-	-	-	
Total Revenue	-	-	-	-	3,000,000	
CapEx Project Spending						
Operating CapEx	-	-	35,833	(35,833)	430,000	81808112 423700
Professional Services	1,094	1,094	46,500	(45,406)	558,000	81808118 428000
Automotive Equipment	-	-	46,366	(46,366)	556,393	451000
Other Equipment	-	-	31,492	(31,492)	377,902	452000
System leak detection	-	-	2,904	(2,904)	34,848	486300
Water Main Replacement	67,625	-	-	-	-	488800
Water System Improvmnts	-	-	44,792	(44,792)	537,500	497000
SWTP Improvements	-	-	517,917	(517,917)	6,215,000	499200
Lake cap operating	38,169	38,169	72,099	(33,930)	865,183	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lake cap additional water	-	-	-	-	695,000	81808128 488900
Water Distrobution System	-	-	-	-	-	
Various Eng. Services	-	-	-	-	-	81808118 428000
Arch & Eng. Services	-	-	-	-	-	81808118 423700
Water Main Replacement (other)	-	-	-	-	-	81808118 428000
Total CapEx Spending	106,888	39,263	797,902	(758,639)	10,369,826	
Surplus (Deficit)	(106,888)	(39,263)	(797,902)		(7,369,826)	
Capital Fund Cash Position						
Cash Position Start of Month	9,161,123					
Cash Position Close of Month	9,054,235					
Interfund AR	1,081,816	Due to Water Capital fund from Capital Fund 45				

Prepared By: Office of the City Treasurer

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,110	-	-	-	-	-	-	-	-	-	-	-	27,110	
Industrial	30	-	-	-	-	-	-	-	-	-	-	-	30	
Commercial	2,696	-	-	-	-	-	-	-	-	-	-	-	2,696	
Total	29,836	-	-	-	-	-	-	-	-	-	-	-	29,836	8.5%
Delinquent Bills														
Residential	7,703	-	-	-	-	-	-	-	-	-	-	-	7,703	
Industrial	1	-	-	-	-	-	-	-	-	-	-	-	1	
Commercial	390	-	-	-	-	-	-	-	-	-	-	-	390	
Total	8,094	-	-	-	-	-	-	-	-	-	-	-	8,094	14.0%
Total Bill Count	37,930	-	-	-	-	-	-	-	-	-	-	-	37,930	9.3%
Cubit Feet Consumption Billed														
Residential	11,185,528	-	-	-	-	-	-	-	-	-	-	-	11,185,528	8.0%
Industrial	41,470,827	-	-	-	-	-	-	-	-	-	-	-	41,470,827	7.9%
Commercial	9,969,221	-	-	-	-	-	-	-	-	-	-	-	9,969,221	7.6%
Total	62,625,576	-	-	-	-	-	-	-	-	-	-	-	62,625,576	8.7%
Water Shut Offs	671	-	-	-	-	-	-	-	-	-	-	-	671	17.3%
Customer Service Telephone Calls	5,148	-	-	-	-	-	-	-	-	-	-	-	5,148	9.7%
Water Billed \$														
Residential	705,098	-	-	-	-	-	-	-	-	-	-	-	705,098	8.2%
Industrial	1,132,178	-	-	-	-	-	-	-	-	-	-	-	1,132,178	8.0%
Commercial	528,106	-	-	-	-	-	-	-	-	-	-	-	528,106	8.0%
Total	2,365,382	-	-	-	-	-	-	-	-	-	-	-	2,365,382	8.1%
Penalty \$	28,653	-	-	-	-	-	-	-	-	-	-	-	28,653	23.9%
Total Billed	2,394,035	-	-	-	-	-	-	-	-	-	-	-	2,394,035	8.1%
Water Gallonage Billed														
Gallons (000)	292,140,000	-	-	-	-	-	-	-	-	-	-	-	292,140,000	7554.1%
\$ Billed	89,103	-	-	-	-	-	-	-	-	-	-	-	89,103	7.6%
Water Billed vs Cash Receipts														
Billed \$	2,483,299	-	-	-	-	-	-	-	-	-	-	-	2,483,299	8.1%
Cash Revenue \$	2,170,717	-	-	-	-	-	-	-	-	-	-	-	2,170,717	7.0%
% Cash to Billed	87%	-	-	-	-	-	-	-	-	-	-	-	87.4%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	25,059	23,515	29,744	27,936	25,609	27,863	26,155	26,059	27,124	26,256	25,196	27,595	318,111	
Industrial	32	32	32	32	32	31	31	31	30	30	30	30	373	
Commercial	2,543	2,364	2,981	2,765	2,577	2,775	2,672	2,588	2,695	2,661	2,484	2,837	31,942	
Total	27,634	25,911	32,757	30,733	28,218	30,669	28,858	28,678	29,849	28,947	27,710	30,462	350,426	
Delinquent Bills														
Residential	-	-	-	4,388	6,733	7,684	7,561	7,342	6,874	7,526	6,506	8,347	62,961	
Industrial	-	-	-	-	-	-	-	-	-	-	-	2	2	
Commercial	-	-	-	267	383	429	388	373	402	419	354	431	3,446	
Total	-	-	-	4,655	7,116	8,113	7,949	7,715	7,276	7,945	6,860	-	66,409	
Total Bill Count	27,634	25,911	32,757	35,388	35,334	38,782	36,807	36,393	37,125	36,892	34,570	30,462	416,835	
Cubit Feet Consumption Billed														
Residential	10,767,334	9,925,623	11,990,776	11,474,989	10,630,307	13,136,467	12,474,128	12,523,984	14,250,073	11,615,797	10,496,591	11,253,709	140,539,778	
Industrial	42,014,828	44,147,266	38,456,220	47,075,410	43,606,652	44,110,636	42,577,898	45,582,125	45,982,380	43,048,898	45,561,283	41,088,785	523,252,381	
Commercial	9,042,082	8,539,316	9,981,824	10,106,822	10,333,931	11,504,792	12,736,138	12,592,992	13,918,961	12,999,776	8,590,363	10,076,006	130,423,003	
Total	61,824,244	62,612,205	60,428,820	68,657,221	64,570,890	68,751,895	67,788,164	-	74,151,414	67,664,471	64,648,237	62,418,500	794,215,162	
Water Shut Offs	-	-	-	537	354	683	302	437	377	354	394	450	3,888	
Customer Service Tphone Calls	3,386	3,059	4,192	4,648	4,295	5,598	4,216	4,714	4,588	4,657	4,757	4,710	52,820	
Water Billed \$														
Residential	\$ 659,254	\$ 610,827	\$ 738,947	\$ 706,620	\$ 659,321	\$ 806,904	\$ 764,169	\$ 762,782	\$ 806,390	\$ 720,704	\$ 660,528	\$ 710,844	\$ 8,607,291	
Industrial	\$ 1,118,507	\$ 1,166,364	\$ 1,036,264	\$ 1,236,052	\$ 1,156,692	\$ 1,220,483	\$ 1,163,663	\$ 1,241,562	\$ 1,237,861	\$ 1,168,410	\$ 1,271,240	\$ 1,124,335	\$ 14,141,432	
Commercial	\$ 473,412	\$ 445,098	\$ 530,314	\$ 521,551	\$ 520,537	\$ 583,900	\$ 624,185	\$ 611,803	\$ 661,567	\$ 623,739	\$ 445,434	\$ 538,805	\$ 6,580,343	
Total	\$ 2,251,173	\$ 2,222,290	\$ 2,305,524	\$ 2,464,223	\$ 2,336,551	\$ 2,611,286	\$ 2,552,017	\$ 2,616,147	\$ 2,705,818	\$ 2,512,853	\$ 2,377,202	\$ 2,373,984	\$ 29,329,066	
Penalty \$	\$ -	\$ -	\$ -	\$ 7,398	\$ 11,899	\$ 13,354	\$ 14,264	\$ 14,290	\$ 15,045	\$ 15,594	\$ 12,720	\$ 15,229	\$ 119,792	
Total Billed	\$ 2,251,173	\$ 2,222,290	\$ 2,305,524	\$ 2,471,621	\$ 2,348,449	\$ 2,624,640	\$ 2,566,281	\$ 2,630,437	\$ 2,720,863	\$ 2,528,447	\$ 2,389,922	\$ 2,389,213	\$ 29,448,858	
Water Gallonage														
Gallons (000)	319,830	309,680	263,740	326,070	303,870	372,870	364,800	353,560	321,720	340,600	297,900	292,670	3,867,310	
\$ Billed	\$ 97,548	\$ 94,452	\$ 80,441	\$ 99,451	\$ 92,680	\$ 113,725	\$ 111,264	\$ 107,836	\$ 98,125	\$ 103,883	\$ 90,860	\$ 89,264	\$ 1,179,530	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,348,721	\$ 2,316,742	\$ 2,385,965	\$ 2,571,072	\$ 2,441,129	\$ 2,738,365	\$ 2,677,545	\$ 2,738,273	\$ 2,818,988	\$ 2,632,330	\$ 2,480,781	\$ 2,478,477	\$ 30,628,388	
Cash Revenue \$	\$ 2,387,168	\$ 2,334,499	\$ 2,476,584	\$ 2,581,739	\$ 2,449,633	\$ 2,686,789	\$ 2,688,433	\$ 2,775,446	\$ 2,729,320	\$ 2,659,178	\$ 2,605,104	\$ 2,492,951	\$ 30,866,844	
% Cash to Billed	101.6%	100.8%	103.8%	100.4%	100.3%	98.1%	100.4%	101.4%	96.8%	101.0%	105.0%	100.6%	100.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: January 2022

	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive & City Clerk	8	7	-	-	-	-	-	-	-	-	-	-	-	6
Finance	21	18	-	-	-	-	-	-	-	-	-	-	-	20
Human Resources	4	4	-	-	-	-	-	-	-	-	-	-	-	4
Information Technology	8	8	-	-	-	-	-	-	-	-	-	-	-	10
Corporation Counsel	7	8	-	-	-	-	-	-	-	-	-	-	-	7
Economic & Community Dev	26	23	-	-	-	-	-	-	-	-	-	-	-	19
Public Safety	268	253	-	-	-	-	-	-	-	-	-	-	-	261
Public Works	113	103	-	-	-	-	-	-	-	-	-	-	-	104
Total Full Time	455	424	-	-	-	-	-	-	-	-	-	-	-	431
Part Time Staffing														
Executive	-	1	-	-	-	-	-	-	-	-	-	-	-	-
Legislative	7	7	-	-	-	-	-	-	-	-	-	-	-	7
Finance	-	2	-	-	-	-	-	-	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	-	2	-	-	-	-	-	-	-	-	-	-	-	2
Public Works	-	-	-	-	-	-	-	-	-	-	-	-	-	2
Total Temporary	7	12	-	-	-	-	-	-	-	-	-	-	-	11
Total City Staff Headcount	462	436	-	-	-	-	-	-	-	-	-	-	-	442

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

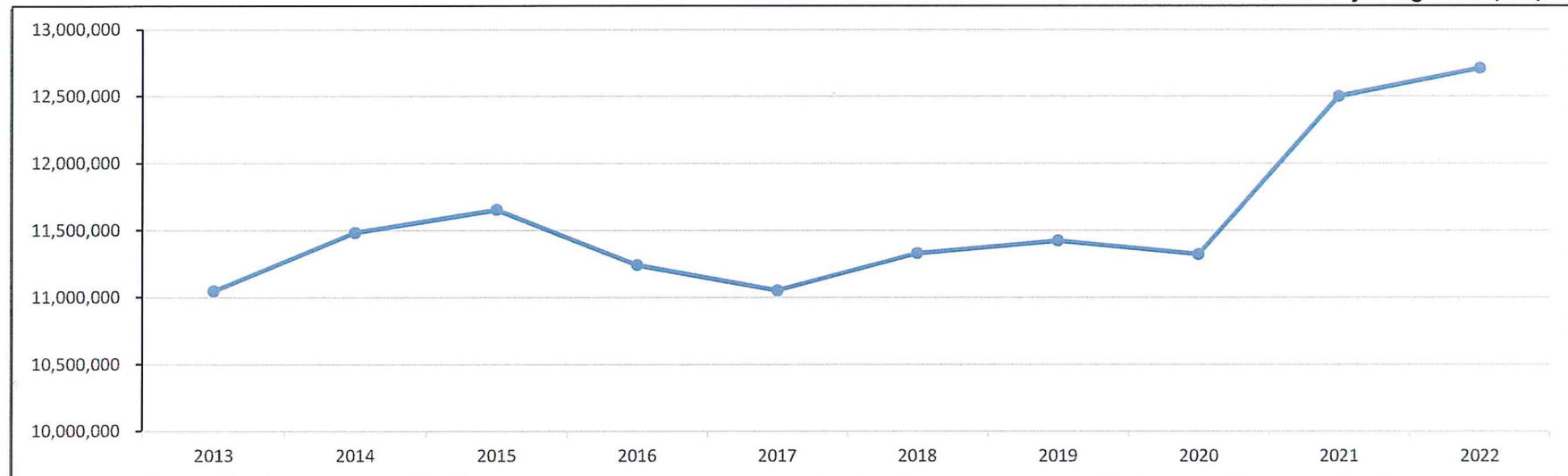
Period Ending: January 2022

	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive & City Clerk	5	4	-	-	-	-	-	-	-	-	-	-	-	3
Public Transit	3	3	-	-	-	-	-	-	-	-	-	-	-	2
Total	8	7	-	-	-	-	-	-	-	-	-	-	-	6
Finance														
Finance	12	11	-	-	-	-	-	-	-	-	-	-	-	11
Purchasing	2	2	-	-	-	-	-	-	-	-	-	-	-	2
Utility Customer Service	7	5	-	-	-	-	-	-	-	-	-	-	-	7
Total	21	18	-	-	-	-	-	-	-	-	-	-	-	20
Human Resources	4	4	-	-	-	-	-	-	-	-	-	-	-	4
Information Technology	8	8	-	-	-	-	-	-	-	-	-	-	-	10
Corporation Legal Counsel	7	8	-	-	-	-	-	-	-	-	-	-	-	7
Economic & Community Devel														
Planning, Sustainability, Admin	7	6	-	-	-	-	-	-	-	-	-	-	-	5
Building Inspections	7	6	-	-	-	-	-	-	-	-	-	-	-	6
Neighborhood Inspection	8	6	-	-	-	-	-	-	-	-	-	-	-	5
Neighborhood Services	4	5	-	-	-	-	-	-	-	-	-	-	-	3
Total	26	23	-	-	-	-	-	-	-	-	-	-	-	19
Public Safety														
Fire	109	104	-	-	-	-	-	-	-	-	-	-	-	104
Police	159	149	-	-	-	-	-	-	-	-	-	-	-	157
Total	268	253	-	-	-	-	-	-	-	-	-	-	-	261
Public Works														
PW Engineering	13	9	-	-	-	-	-	-	-	-	-	-	-	9
Fleet Maintenance	8	8	-	-	-	-	-	-	-	-	-	-	-	8
PW Municipal Services	46	44	-	-	-	-	-	-	-	-	-	-	-	44
PW Administration	2	2	-	-	-	-	-	-	-	-	-	-	-	2
Water Production (Admin)	2	2	-	-	-	-	-	-	-	-	-	-	-	2
Water Production (Lake)	5	4	-	-	-	-	-	-	-	-	-	-	-	4
Water Production South Plant	15	14	-	-	-	-	-	-	-	-	-	-	-	14
Water Services Distribution	22	20	-	-	-	-	-	-	-	-	-	-	-	21
Total	113	103	-	-	-	-	-	-	-	-	-	-	-	104
Total City Staffing	455	424	-	-	-	-	-	-	-	-	-	-	-	431
General Fund staffing														
General Fund staffing	393	374	-	-	-	-	-	-	-	-	-	-	-	373
Other Fund staffing	62	50	-	-	-	-	-	-	-	-	-	-	-	58
Total staffing	455	424	-	-	-	-	-	-	-	-	-	-	-	431

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

STATE SALES TAX

Home										
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play
JANUARY	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684 A
FEBRUARY	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,051,483 B
MARCH	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,160,574 B
APRIL	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	1,051,483 B
MAY	884,323	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	1,052,483 B
JUNE	954,864	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,051,483 B
JULY	922,915	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,051,392 B
AUGUST	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,051,483 B
SEPTEMBER	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,051,483 B
OCTOBER	925,873	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,051,483 B
NOVEMBER	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,051,483 B
DECEMBER	919,141	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,051,483 B
TOTALS	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	12,710,000
								Year in Play Budget	12,700,000	

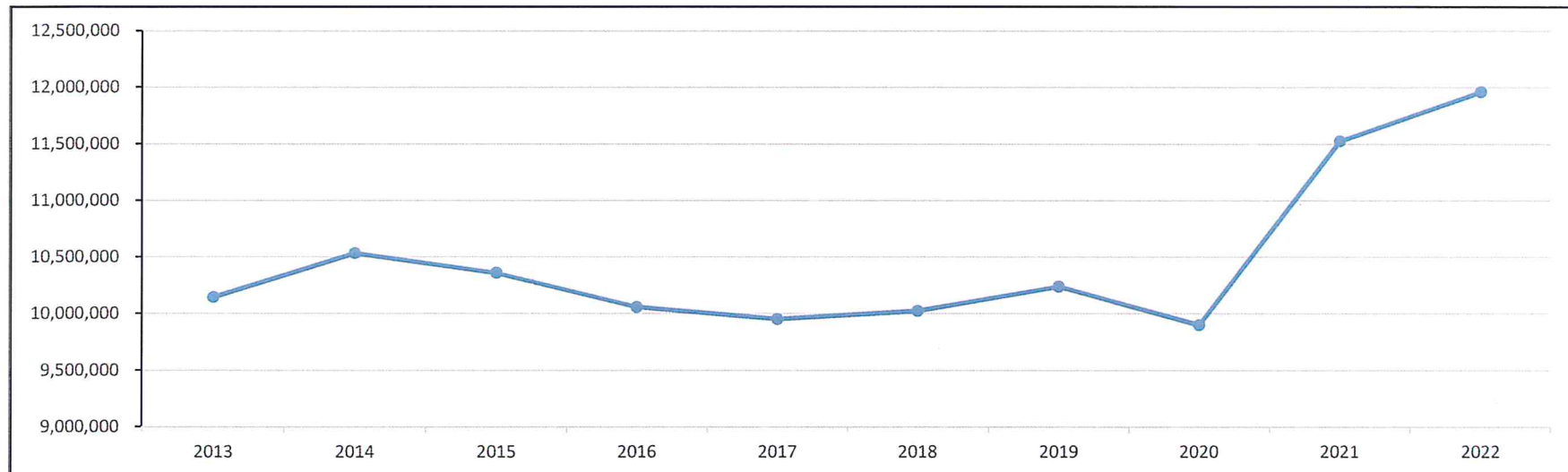


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

Projected Revenues

LOCAL SALES TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	A
FEBRUARY	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	995,873	B
MARCH	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	995,873	B
APRIL	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	995,873	B
MAY	775,938	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	995,873	B
JUNE	853,033	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	995,873	B
JULY	846,702	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	995,873	B
AUGUST	619,512	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	995,873	B
SEPTEMBER	901,318	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	995,873	B
OCTOBER	860,182	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	995,873	B
NOVEMBER	897,029	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	995,873	B
DECEMBER	864,499	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	995,873	B
TOTALS	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	11,961,000	
								Year in Play Budget		11,686,000	

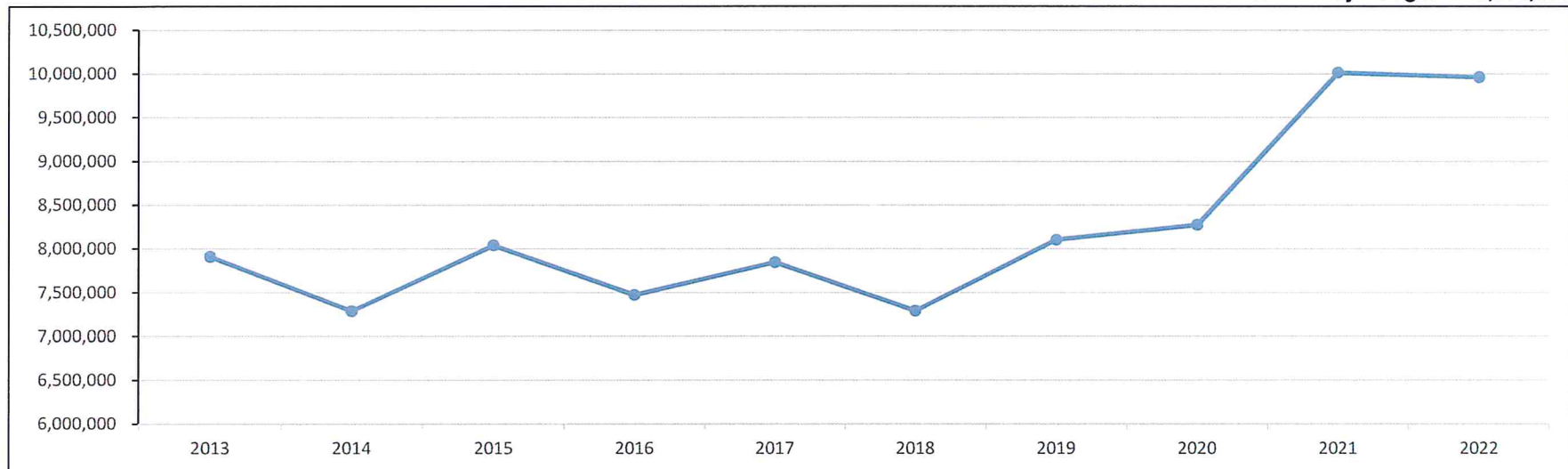


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements
 State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

Projected Revenues

STATE INCOME TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	A
FEBRUARY	478,227	-	-	-	-	837,319	759,834	717,710	853,298	800,000	B
MARCH	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	600,000	B
APRIL	1,333,938	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	900,000	B
MAY	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	1,200,000	B
JUNE	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	1,100,000	B
JULY	1,298,806	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,000,000	B
AUGUST	441,258	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	600,000	B
SEPTEMBER	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	600,000	B
OCTOBER	419,882	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,000,000	B
NOVEMBER	409,627	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	600,000	B
DECEMBER	714,661	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	600,000	B
	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay					
TOTALS	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	9,960,878	
									Year in Play Budget	9,950,000	



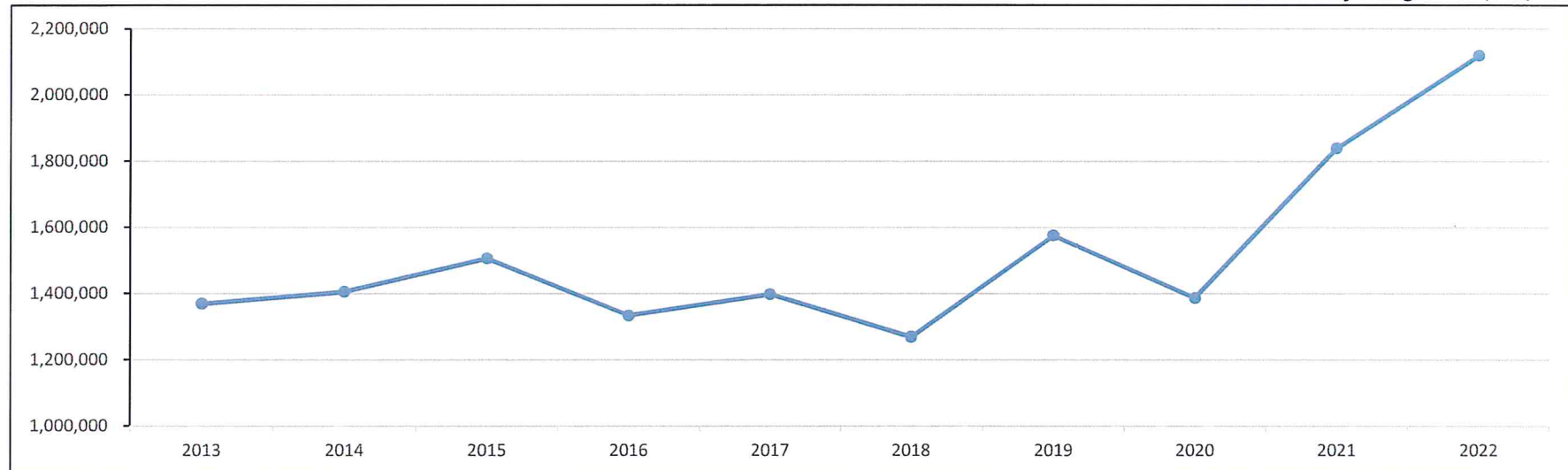
Schedule presents State LGDF distribution

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

Projected Revenues

PERSONAL PROPERTY REPLACEMENT TAX

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

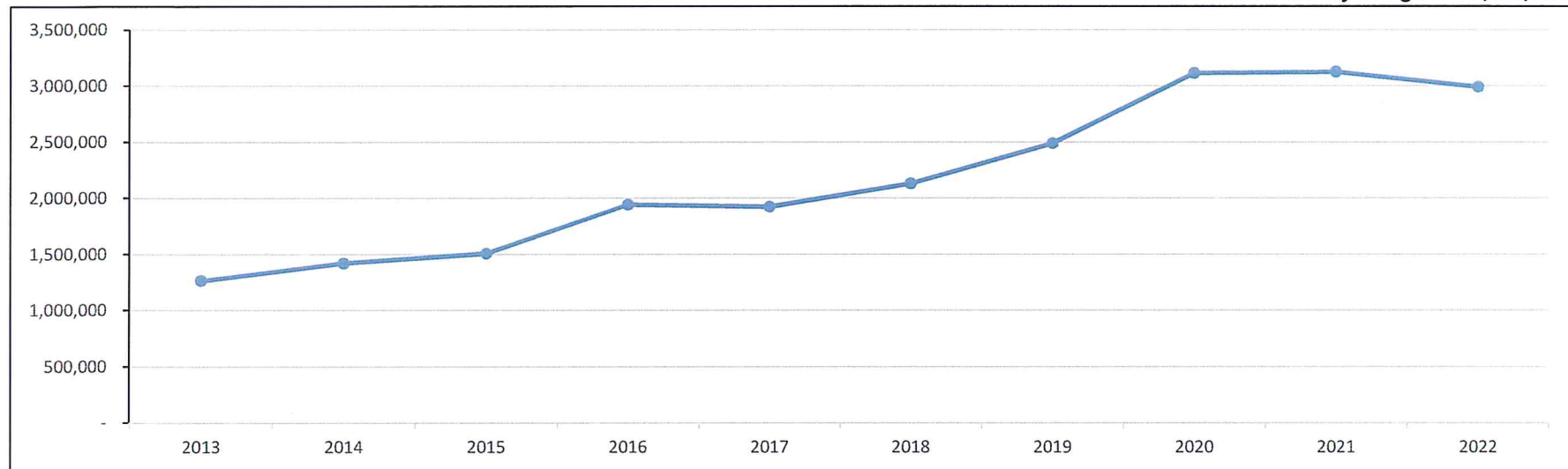


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

Projected Revenues

LOCAL USE TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	A
FEBRUARY	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	300,000	B
MARCH	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	450,000	B
APRIL	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	225,000	B
MAY	76,976	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	225,000	B
JUNE	96,618	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	225,000	B
JULY	106,037	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	225,000	B
AUGUST	93,637	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	225,000	B
SEPTEMBER	124,363	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	225,000	B
OCTOBER	106,986	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	225,000	B
NOVEMBER	99,965	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	225,000	B
DECEMBER	107,849	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	225,000	B
TOTALS	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,990,409	
								Year in Play Budget		3,199,000	

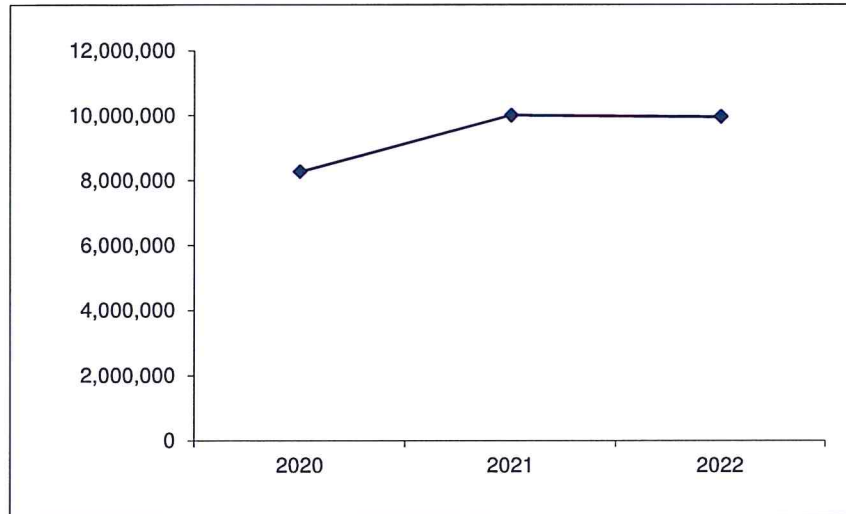


Schedule presents State distribution of Use Tax.

Projected Revenues

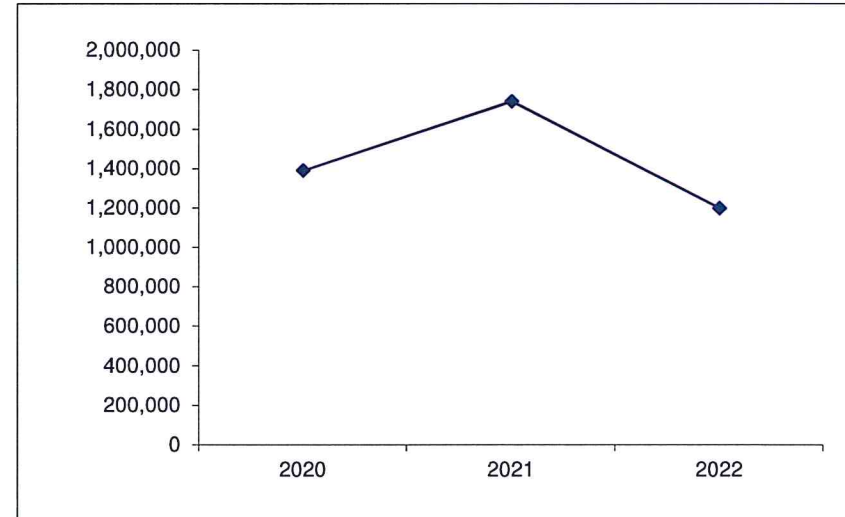
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	696,621	807,110	960,878	A
FEBRUARY	717,710	853,298	800,000	B
MARCH	533,688	588,089	600,000	B
APRIL	783,855	937,702	900,000	B
MAY	767,466	1,280,911	1,200,000	B
JUNE	475,376	1,123,868	1,100,000	B
JULY	754,878	1,008,212	1,000,000	B
AUGUST	1,032,080	566,126	600,000	B
SEPTEMBER	584,790	597,861	600,000	B
OCTOBER	846,827	1,086,453	1,000,000	B
NOVEMBER	572,208	622,816	600,000	B
DECEMBER	506,596	539,685	600,000	B
TOTALS	8,272,095	10,012,130	9,960,878	
		Current Budget	9,958,000	
		Projected Amt Over (Under)	2,878	



LOCAL TELEPHONE UTILITY TAX

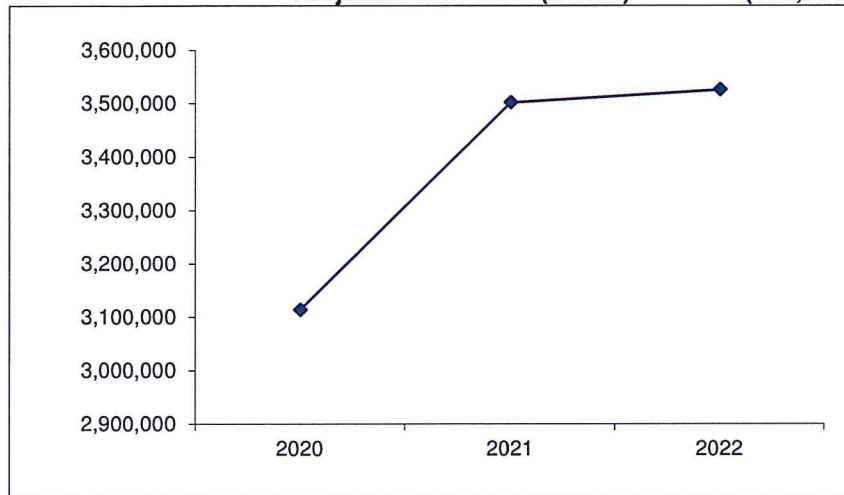
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	118,281	585,430	99,599	A
FEBRUARY	149,194	105,214	100,000	B
MARCH	123,430	97,810	100,000	B
APRIL	108,714	91,598	100,000	B
MAY	109,646	97,948	100,000	B
JUNE	111,749	129,008	100,000	B
JULY	111,967	101,474	100,000	B
AUGUST	110,398	111,428	100,000	B
SEPTEMBER	113,817	108,598	100,000	B
OCTOBER	115,280	103,735	100,000	B
NOVEMBER	111,618	105,524	100,000	B
DECEMBER	105,685	102,715	100,000	B
TOTALS	1,389,780	1,740,483	1,199,599	
		Current Budget	1,190,000	
		Projected Amt Over (Under)	9,599	



Projected Revenues

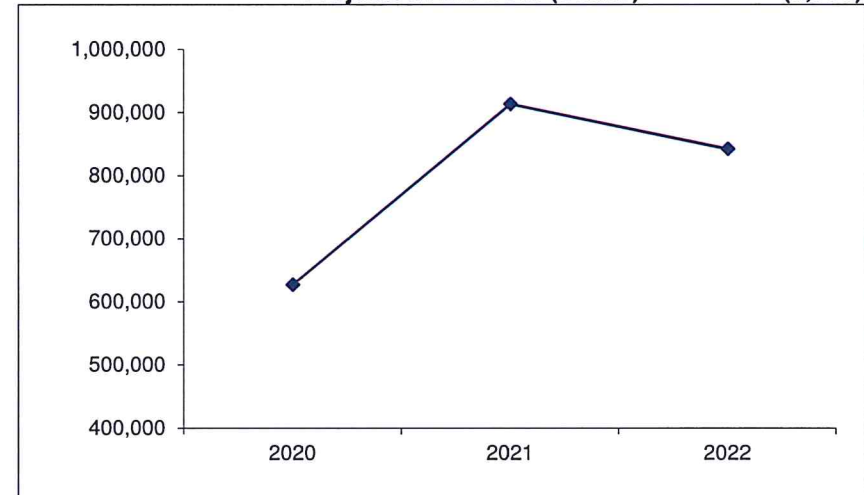
LOCAL FOOD & BEVERAGE TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	284,618	259,733	325,939	A
FEBRUARY	258,900	237,003	250,000	B
MARCH	244,619	251,710	250,000	B
APRIL	222,250	316,741	300,000	B
MAY	219,522	302,025	300,000	B
JUNE	270,572	314,701	300,000	B
JULY	290,434	295,357	300,000	B
AUGUST	294,210	307,177	300,000	B
SEPTEMBER	266,208	345,458	300,000	B
OCTOBER	262,691	112,289	300,000	B
NOVEMBER	272,130	460,845	300,000	B
DECEMBER	228,087	299,194	300,000	B
TOTALS	3,114,241	3,502,233	3,525,939	
		Current Budget	3,659,000	
		Projected Amt Over (Under)	(133,061)	



LOCAL HOTEL & MOTEL TAX

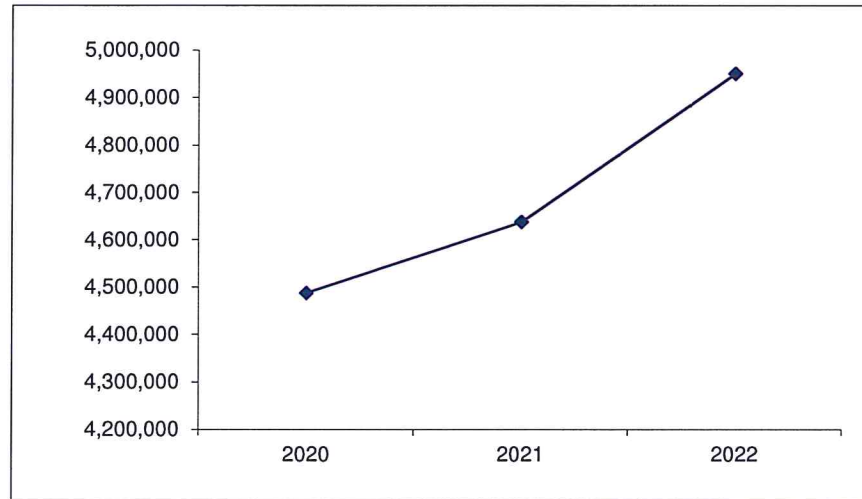
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	47,544	45,696	62,215	A
FEBRUARY	60,919	38,938	50,000	B
MARCH	64,916	46,068	50,000	B
APRIL	47,822	61,645	60,000	B
MAY	36,989	64,188	60,000	B
JUNE	42,366	80,612	80,000	B
JULY	51,435	82,463	80,000	B
AUGUST	61,174	96,057	80,000	B
SEPTEMBER	58,199	132,160	80,000	B
OCTOBER	58,122	39,548	80,000	B
NOVEMBER	49,065	147,855	80,000	B
DECEMBER	49,070	78,023	80,000	B
TOTALS	627,620	913,254	842,215	
		Current Budget	849,000	
		Projected Amt Over (Under)	(6,785)	



Projected Revenues

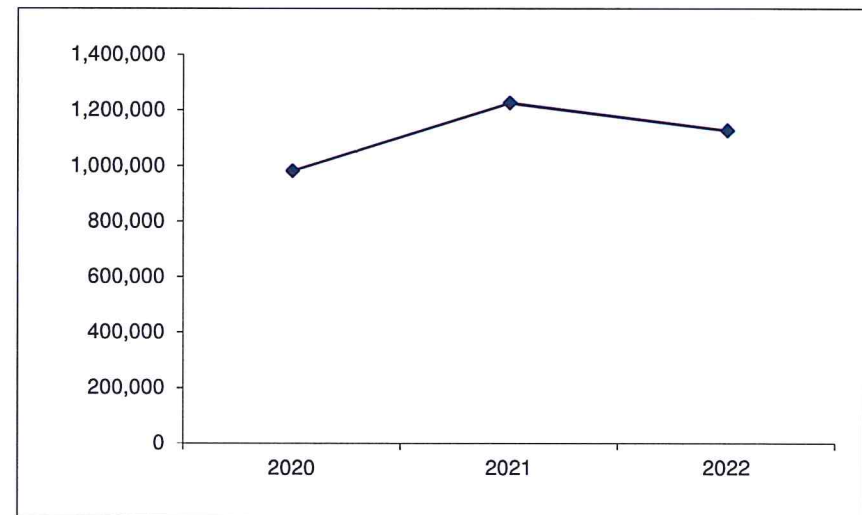
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	399,612	387,338	451,232	A
FEBRUARY	446,586	-	500,000	B
MARCH	423,748	964,355	500,000	B
APRIL	399,998	406,775	400,000	B
MAY	357,108	369,203	400,000	B
JUNE	308,307	348,848	350,000	B
JULY	332,111	338,442	350,000	B
AUGUST	362,045	338,344	400,000	B
SEPTEMBER	344,970	375,057	400,000	B
OCTOBER	349,841	372,509	400,000	B
NOVEMBER	315,113	324,568	400,000	B
DECEMBER	448,180	413,270	400,000	B
TOTALS	4,487,618	4,638,709	4,951,232	
		Current Budget	4,925,000	
		Projected Amt Over (Under)	26,232	



LOCAL CABLE TV TAX

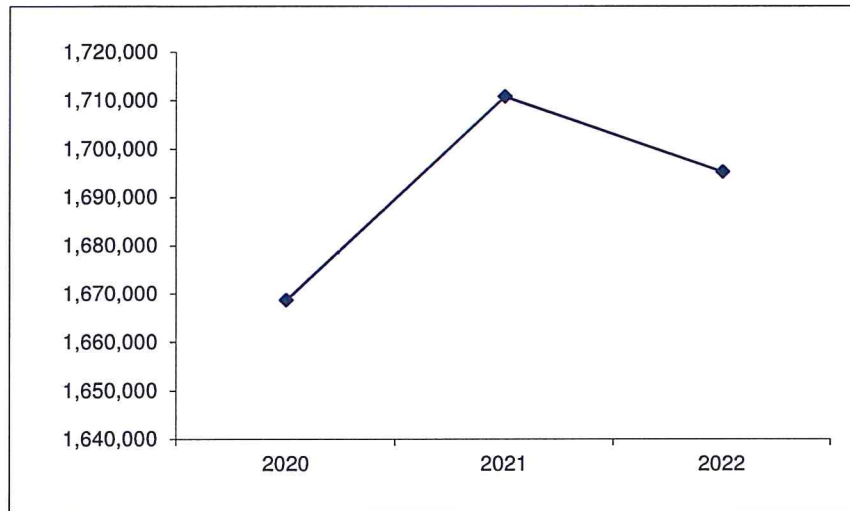
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	16,892	115,677	13,687	A
FEBRUARY	229,481	248,600	250,000	B
MARCH	-	-	-	B
APRIL	16,827	14,722	15,000	B
MAY	230,292	238,382	250,000	B
JUNE	-	-	-	B
JULY	16,588	-	-	B
AUGUST	226,172	252,130	250,000	B
SEPTEMBER	-	-	-	B
OCTOBER	15,603	-	-	B
NOVEMBER	230,799	254,330	250,000	B
DECEMBER	-	102,715	100,000	B
TOTALS	982,654	1,226,555	1,128,687	
		Current Budget	1,127,000	
		Projected Amt Over (Under)	1,687	



Projected Revenues

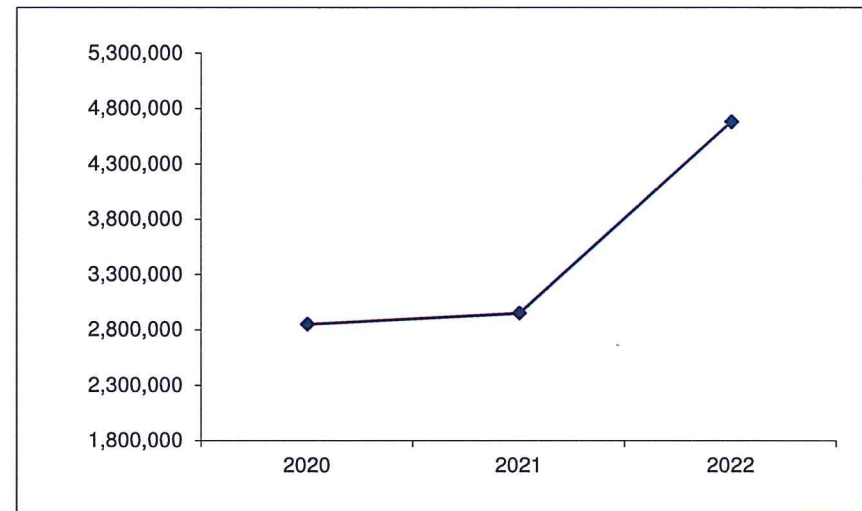
LOCAL MOTOR FUEL TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	153,947	137,973	155,334	A
FEBRUARY	145,620	116,174	140,000	B
MARCH	147,749	137,669	140,000	B
APRIL	127,256	141,621	140,000	B
MAY	102,884	143,395	140,000	B
JUNE	124,240	146,898	140,000	B
JULY	138,531	145,659	140,000	B
AUGUST	172,395	150,514	140,000	B
SEPTEMBER	145,246	151,331	140,000	B
OCTOBER	136,144	52,940	140,000	B
NOVEMBER	147,913	239,007	140,000	B
DECEMBER	126,825	147,717	140,000	B
TOTALS	1,668,749	1,710,898	1,695,334	
		Current Budget	1,700,000	
		Projected Amt Over (Under)	(4,666)	



STATE MOTOR FUEL TAX

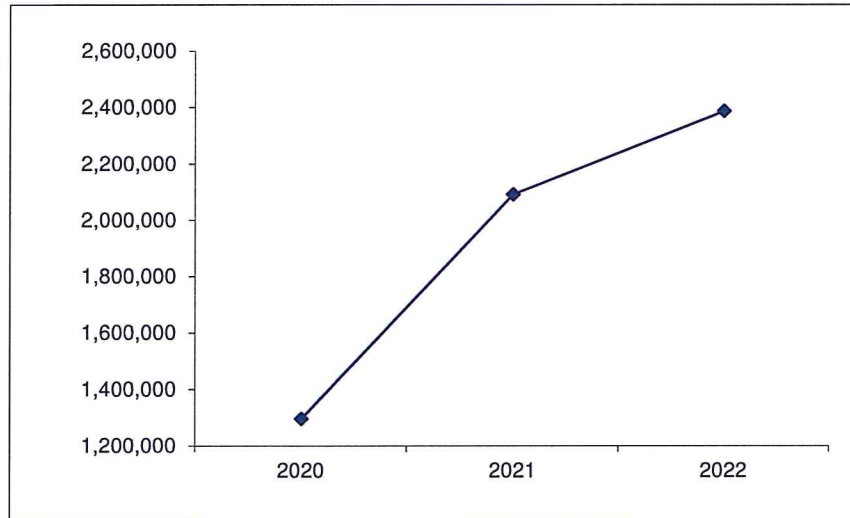
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	334,151	252,696	283,072	A
FEBRUARY	236,781	220,266	400,000	B
MARCH	234,236	208,011	400,000	B
APRIL	242,487	215,526	400,000	B
MAY	225,768	250,786	400,000	B
JUNE	178,759	248,729	400,000	B
JULY	183,917	255,517	400,000	B
AUGUST	225,064	253,309	400,000	B
SEPTEMBER	262,629	274,663	400,000	B
OCTOBER	243,948	263,188	400,000	B
NOVEMBER	240,708	242,427	400,000	B
DECEMBER	243,187	267,134	400,000	B
TOTALS	2,851,636	2,952,253	4,683,072	
		Current Budget	4,657,246	
		Projected Amt Over (Under)	25,826	



Projected Revenues

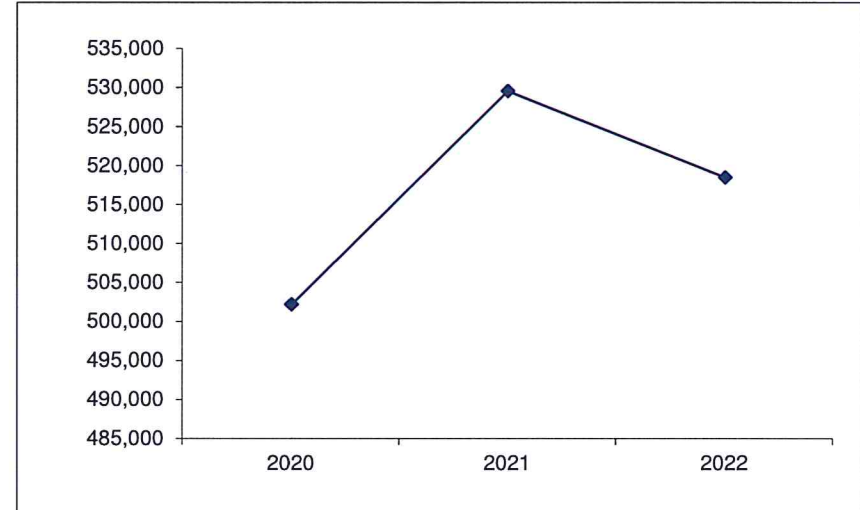
STATE VIDEO GAMING TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	135,374	85,531	186,950	A
FEBRUARY	133,358	-	200,000	B
MARCH	135,318	85,407	200,000	B
APRIL	145,178	176,056	200,000	B
MAY	88,724	257,275	200,000	B
JUNE	39	244,343	200,000	B
JULY	-	223,954	200,000	B
AUGUST	-	208,113	200,000	B
SEPTEMBER	177,321	217,309	200,000	B
OCTOBER	157,243	203,717	200,000	B
NOVEMBER	159,596	196,248	200,000	B
DECEMBER	163,553	194,733	200,000	B
TOTALS	1,295,704	2,092,686	2,386,950	
		Current Budget	2,400,000	
		Projected Amt Over (Under)	(13,050)	



LOCAL LIQUOR LICENSE FEE

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	3,717	3,989	-	A
FEBRUARY	1,287	-	-	B
MARCH	1,496	2,459	2,500	B
APRIL	-	2,018	2,500	B
MAY	-	194,556	200,000	B
JUNE	-	312,435	300,000	B
JULY	326,750	-	-	B
AUGUST	164,840	6,600	6,500	B
SEPTEMBER	2,246	3,593	3,500	B
OCTOBER	-	100	-	B
NOVEMBER	300	-	-	B
DECEMBER	1,588	3,807	3,500	B
TOTALS	502,225	529,556	518,500	
		Current Budget	528,000	
		Projected Amt Over (Under)	(9,500)	



Financial Management

DATE: 2/7/2022

MEMO: Finance Department

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

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

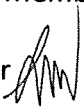
SUBJECT: Ordinance providing for the issuance of not to exceed \$26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to finance water and sewer infrastructure improvements, authorizing designated officials to sell said bonds by the execution of a notification of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Robert W. Baird & Co. Incorporated.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

February 18, 2022

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

FROM: Scot Wrighton, City Manager 

RE: Water/Sewer Bond Ordinance

In the last several years the city has spent between \$5 million and \$7 million annually on new water and sewer capital projects. As discussed during FY 2022 budget study sessions, the city of Decatur has water and sewer system capital needs that require a larger and longer sustained investment if we hope to make our water and sewer systems not just up-to-date, but an economic development 'draw' for the area. An expenditure summary of how the city can increase its water and sewer system capital investments is attached. It updates similar lists included in the recommended 2022 budget document.

Ramping up to execute and sustain a much higher level of investment in water and sewer capital requires significant planning, additional engineering and construction oversight capacity and more money. The city staff has been working on preparing for all of these.

The CDM-Smith water system report anticipated that the city would continue to increase water rates by 2.5% per year (or more if inflation rates are higher), and that the city would issue general obligation bonds payable from future water system charges. The financial gap by 2050 projected by CDM-Smith will be significantly offset by council's transfer of a portion of ARP monies to the water fund.

The attached summary combines projected/estimated water, sewer and watershed management capital through 2026. This planning list will surely be amended as the city moves forward; but it suggests a capital funding requirement of just over \$100 million. Revenue to support this more aggressive capital plan for water and sewer includes several components:

1. 2022 Water/Sewer bond	\$26 million
2. Total of all ARP transfers to water/sewer	15 million
3. Projected IEPA Revolving loan monies	18 million
4. State & Federal Grants (est.)	16 million
5. Use of Water/Sewer Fund Reserves (est.)	20 million

As anticipated in the adopted budget, it is recommended that a water/sewer general obligation bond issue be adopted at this time because interest rates on municipal bonds are expected to increase by the end of the First Quarter of 2022. In short, it is in the city's best interests to obtain these monies now, even though portions of the bond proceeds will not be required for a few years. Issuing the bonds now is also a strategy for ensuring that the city has sufficient cash flows to fund multiple water & sewer projects between now and the end of 2026.

WATER NON-LAKE CAPITAL (BOND)					
Project Detail Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Annual Water Main Replacement	\$4,600,000	\$3,000,000	\$3,500,000	\$3,500,000	\$3,500,000
SWTP East Clarifiers Conversion	\$510,000	\$7,000,000	\$0	\$0	\$0
Bulk Water Station Replacement	\$20,000	\$180,000	\$0	\$0	\$0
SWTP Caustic and Chlorine System Imp	\$80,000	\$414,000	\$414,000	\$0	\$0
SWTP Chemical System Improvements	\$200,000	\$650,000	\$3,036,001	\$0	\$0
William St P.S. Valve and Meter Improvement	\$430,000	\$360,000	\$0	\$0	\$0
South Sludge Lagoon Electrical Improvements	\$0	\$0	\$0	\$0	\$110,000
SWTP Electrical System Improvements	\$0	\$100,000	\$500,000	\$4,519,000	\$4,019,000
SWTP Additional Water Reservoir	\$0	\$50,000	\$700,000	\$3,150,000	\$3,150,000
SWTP Reservoir Aeration	\$0	\$0	\$0	\$0	\$370,000
Raw Water Pipeline from Sludge Lagoon	\$0	\$0	\$0	\$190,000	\$640,000
Raw Water Pump Station Electrical Improvemen	\$0	\$240,000	\$800,667	\$800,667	\$800,667
Total Non-Lake Capital Bond Projects =	\$5,840,000	\$11,994,000	\$8,950,668	\$12,159,667	\$12,589,667
WATER LAKE AND WATERSHED CAPITAL (BOND)					
Project Detail Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Lake Toko and Lake Rhodes (accelerated)	\$165,000	\$400,000	\$605,000	\$1,163,000	\$5,000,000
Dewitt Wellfield (accelerated)	\$520,000	\$500,000	\$2,500,000	\$1,860,000	\$0
Lake Decatur Watershed Management	\$820,183	\$910,000	\$910,000	\$860,000	\$790,000
Oakley Sediment Basin	\$200,000	\$0	\$0	\$0	\$0
Total Lake Capital Bond Projects =	\$1,705,183	\$1,810,000	\$4,015,000	\$3,883,000	\$5,790,000
SANITARY SEWER CAPITAL (BONDABLE)					
Project Detail Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Florian Area Sewers I/I Reduction	\$500,000	\$3,800,000	\$50,000	\$0	\$0
Lost Bridge North Sewer I/I Reduction	\$50,000	\$400,000	\$6,800,000	\$50,000	\$0
Ellen / Division Area Sewer I/I Reduction	\$5,300,000	\$0	\$0	\$0	\$0
Fairview / Grand Area Sewer Separation	\$750,000	\$6,150,000	\$6,000,000	\$0	\$0
Brush College / Reas Bridge Sewer Extension	\$1,131,000	\$1,900,000	\$0	\$0	\$0
Total Sewer Capital (Bondable) Projects =	\$7,731,000	\$12,250,000	\$12,850,000	\$50,000	\$0
Total Water & Sewer Capital Bond Projects =	\$15,276,183	\$26,054,000	\$25,815,668	\$16,092,667	\$18,379,667

MINUTES of a regular public meeting of the Council of the City of Decatur, Macon County, Illinois, held in the Council Chambers, located on the third floor of the Decatur Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois, at 5:30 p.m., on Tuesday, the 22nd day of February, 2022.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Julie Moore Wolfe, the Mayor, and the following Council Members were physically present at said location: _____

The following Council Members were allowed by a majority of the members of the Council in accordance with and to the extent allowed by rules adopted by the Council to attend the meeting by video or audio conference: _____

No Council Member was not permitted to attend the meeting by video or audio conference.

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

At ____ p.m., the Mayor announced that the next item for consideration was the issuance of not to exceed \$26,100,000 general obligation bonds to be issued by the City pursuant to its home rule powers for the purpose of financing water and sewer infrastructure improvements, and that the City Council would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Mayor then explained that the ordinance sets forth the parameters for the issuance of said bonds and the sale thereof by designated officials of the City to Robert W. Baird & Co. Incorporated, Naperville, Illinois, and summarized the pertinent terms of said parameters, including the specific parameters

governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Thereupon, the City Clerk presented, and there was read by title an ordinance as follows, a copy of which was provided to each Council Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the issuance of not to exceed \$26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to finance water and sewer infrastructure improvements, authorizing designated officials to sell said bonds by the execution of a notification of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Robert W. Baird & Co. Incorporated.

(the “Bond Ordinance”).

Council Member _____ moved and Council Member _____ seconded the motion that the Bond Ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Council Members voted AYE:

and the following Council Members voted NAY: _____.

WHEREUPON, the Mayor declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Decatur, Macon County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

City Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to finance water and sewer infrastructure improvements, authorizing designated officials to sell said bonds by the execution of a notification of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Robert W. Baird & Co. Incorporated.

Adopted by the Council on the
22nd day of February, 2022.

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This Table of Contents is for convenience only and is not a part of this Ordinance.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to finance water and sewer infrastructure improvements, authorizing designated officials to sell said bonds by the execution of a notification of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Robert W. Baird & Co. Incorporated.

WHEREAS by virtue of its population and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Decatur, Macon County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS on the 25th day of February, 1982, the Council of the City (the “Council”) did adopt an ordinance determining the procedures to be followed in the borrowing of money for public purposes of the City and in evidence of such borrowing the issuing of full faith and credit bonds of the City without referendum approval, such ordinance being entitled:

ORDINANCE NO. 82-22

AN ORDINANCE establishing procedures to be followed in incurring indebtedness for corporate purposes, issuing bonds to evidence such indebtedness and directing the levying of taxes, without limit as to rate or amount, for the purpose of paying principal and interest on such bonds as the same become due.

(the “*Enabling Ordinance*”); and

WHEREAS the Council has determined that it is advisable and in the best interests of the City and its residents to undertake certain improvements to the City’s water and sewer

infrastructure, all in accordance with the preliminary estimate of costs, which have been approved by the Council and are now on file in the office of the City Clerk of the City (including the engineering, legal, financial and administrative expense related thereto, the “*Project*”); and

WHEREAS the estimated cost of the Project is not less than \$26,100,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS pursuant to the hereinafter defined Act, the City is authorized to issue its general obligation bonds to pay the costs of the Project; and

WHEREAS the Council does hereby determine that it is necessary and desirable to borrow not to exceed \$26,100,000 pursuant to the Act for such purpose and, in evidence of such borrowing, issue general obligation bonds in the principal amount of not to exceed \$26,100,000:

NOW THEREFORE Be It Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers and in accordance with the Enabling Ordinance, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are defined in the preambles.

City
Council
Enabling Ordinance
Project

B. The following words and terms are defined as set forth.

“*Act*” means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois and the Enabling Ordinance adopted pursuant to such home rule powers; and, in the event

of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“Bond” or *“Bonds”* means one or more, as applicable, of the not to exceed \$26,100,000 General Obligation Bonds, Series 2022, authorized to be issued by this Ordinance.

“Bond Fund” means the Bond Fund established and defined in Section 16 of this Ordinance.

“Bond Notification” means the Bond Notification as authorized to be executed by the Designated Officials in Section 15 of this Ordinance and by which the final terms of the Bonds will be established.

“Bond Registrar” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means the bond registrar for the Bonds (which shall be a bank or trust company authorized to do business in the State of Illinois and set forth in the Bond Notification), or a successor thereto or a successor designated as Bond Registrar hereunder.

“City Clerk” means the City Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“County Clerk” means the County Clerk of The County of Macon, Illinois.

“Designated Officials” means the Mayor, the City Manager of the City and the Director of Finance of the City, acting together.

“Mayor” means the Mayor of the City.

“Paying Agent” means the paying agent for the Bonds (which shall be a bank or trust company authorized to do business in the State of Illinois and set forth in the Bond Notification), or a successor thereto or a successor designated as Paying Agent hereunder.

“Pledged Taxes” means the taxes levied on the taxable property within the City to pay principal of and interest on the Bonds as made in Section 13 hereof.

“Purchaser” means Robert W. Baird & Co. Incorporated, Naperville, Illinois.

“Term Bonds” means Bonds subject to mandatory redemption and designated as term bonds in the Bond Notification.

“Treasurer” means the Treasurer of the City.

Section 2. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and desirable to undertake the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for such costs, there shall be issued and sold the Bonds in the principal amount of not to exceed \$26,100,000. The Bonds shall each be designated *“General Obligation Bond, Series 2022”*; shall be dated such date (not prior to March 1, 2022, and not later than September 1, 2022) (the *“Dated Date”*) as set forth in the Bond Notification; shall also bear the date of authentication; shall be in fully registered form; shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date); and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to option of prior redemption as hereinafter described) as shall be set forth in

the Bond Notification, and in such principal amounts as shall be set forth therein; *provided, however,* that the final maturity shall be due on or before March 1, 2042, and each maturity or sinking fund payment shall not exceed \$2,100,000. Each Bond shall bear interest, at a rate not to exceed 5.0% per annum, from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on March 1 and September 1 of each year, commencing with the first interest payment date as provided in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date (the “*Record Date*”), and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such registered owner. The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Paying Agent, or at successor Paying Agent and locality.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in Section 4 hereof, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except

as hereinafter provided. The Mayor, the Treasurer and the City Clerk are hereby authorized to execute and deliver on behalf of the City such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*").

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully

satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name "*Cede*" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 11 hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Term Bonds, Mandatory Redemption and Covenants. The Bonds may be subject to mandatory redemption (as Term Bonds) as provided in the Bond Notification; *provided, however,* that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 hereof for the maximum amount of principal due on the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on a given date of the years and in the amounts as shall be determined in the Bond Notification.

The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

Section 8. Optional Redemption. All or a portion of the Bonds, if any, may be subject to redemption prior to maturity at the option of the City, from any available funds, in whole or in part, on any date on or after the date provided in the Bond Notification (but in no event shall such date be later than March 1, 2033), and if in part, in such order of maturities (and, if applicable, order of mandatory redemption payments) as shall be specified in the Bond Notification, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, at the redemption price of par plus accrued interest to the redemption date.

Section 9. Term Bonds Purchase or Redemption. If the City redeems pursuant to optional redemption as hereinabove provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys (as defined in Section 13 hereof), then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

Section 10. Redemption Procedure. For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed without further authorization or direction to provide for such

redemption. For optional redemptions, the City shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar for the Bonds of such redemption date and of the maturities and principal amounts of Bonds to be redeemed. In the event of an optional redemption of less than all of a given maturity of Term Bonds, the City shall also notify the Bond Registrar of the allocation of the amount to be redeemed to the mandatory redemption requirements for such Term Bonds. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date;

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent; and

(f) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for

redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

Section 11. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The City shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly

endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental

charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 12. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF MACON
CITY OF DECATUR
GENERAL OBLIGATION BOND, SERIES 2022**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: ____% Date: March 1, 20__ Date: _____, 2022 CUSIP: 243127 ____

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Decatur, Macon County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “*City*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on March 1 and September 1 of each year, commencing _____ 1, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of _____, in _____, as paying agent (the “*Paying Agent*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by _____, in

_____, as bond registrar (the “*Bond Registrar*”), at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Decatur, Macon County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Decatur
Macon County, Illinois

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

[SEAL]

Date of Authentication: _____, 2022

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2022, having a Dated Date of _____, 2022, of the City of Decatur, Macon County, Illinois.

_____,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____,000 issued by the City to finance water and sewer infrastructure improvements and pay expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 and the City’s enabling ordinances adopted pursuant to such home rule powers (such code, powers and enabling ordinance, collectively, being the “*Act*”), and with the Ordinance, which has been duly passed by the Council of the City, approved by the Mayor, and published, in all respects as by law required.

Subject to the provisions relating to this Bond remaining in book-entry only form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal corporate trust office of the Bond Registrar in _____, _____, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date [or during the period of 15 days preceding the giving of

notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption].

[This Bond may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 13. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (beginning with levy year 2022 to and including levy year 2040), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$2,250,000 (the “Pledged Taxes”). The Pledged Taxes levy shall be fully set forth in the Bond Notification.*

The Pledged Taxes and other moneys on deposit (collectively, the “Bond Moneys”) in the Bond Fund shall be applied to pay principal of and interest on the Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of same, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating Pledged Taxes shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 14. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the years 2022 to 2040, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied as set forth in each of said years; and the County Clerk shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 15. Sale of Bonds; Bond Notification; Bond Series. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to the Bond Notification. The Bonds shall be sold and delivered to the Purchaser at the price of not less than 97% of the par value of the principal amount thereof (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery. Such sale shall be made upon the advice (in the form of a written certificate or report) of Speer Financial, Inc., the municipal advisor to the City ("*Speer*"), that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. As additional limitations on the sale of the Bonds, the Designated Officials shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. Nothing in this Section shall require the Designated Officials to sell the Bonds if in their judgment the conditions in the bond markets shall have deteriorated from the time of adoption of this Ordinance or the sale of the

Bonds shall for some other reason not be deemed advisable, but the Designated Officials shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. Upon the sale of the Bonds, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Notification, Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), and closing documents. The Designated Officials must find and determine in the Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with the Purchaser for the purchase of the Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officials shall execute a bond purchase contract for the sale of the Bonds to the Purchaser (the "*Bond Purchase Contract*") in the form approved by the corporation counsel of the City. Upon the sale of the Bonds, the Designated Officials shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The Designated Officials shall also file with the County Clerk the Bond Notification. The authority granted in this Ordinance to the Designated Officials to sell Bonds as provided herein shall expire on August 22, 2022.

Prior to the sale of the Bonds, the Mayor, the City Manager of the City and the Director of Finance of the City are each hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure all or a portion of the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Section 16. Creation of Funds and Appropriations.

A. There is hereby created the “*General Obligation Bonds, Series 2022, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest received upon delivery of the Bonds, if any, shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the sale proceeds of the Bonds shall be deposited into a separate fund, hereby created, designated the “*Series 2022 Expense Fund*” to be used as necessary to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made from time to time as necessary. Any excess in said fund shall be transmitted by the Treasurer for deposit into the Bond Fund after six months from the date of issuance of the Bonds.

D. The remaining sale proceeds of the Bonds shall be used to pay costs of the Project and to that end shall be deposited into a separate and segregated account of the City, hereby created, and to be known as the “*Series 2022 Water and Sewer Infrastructure Project Fund*” (the “*Project Fund*”). Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the Treasurer, without further official action or direction of the Council, in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Treasurer, without further official action of or direction by the Council, to the Bond Fund. Monies on deposit in and to the credit of the Project Fund may be invested by the Treasurer in any investments for City funds as may be from time to time authorized under Illinois law, without further official action of or direction by the Council.

Without further official action of or direction by the Council, if necessary to ensure the timely payment of principal of and interest on the Bonds, monies on deposit in the Project Fund may be transferred by the Treasurer at any time to the Bond Fund in anticipation of the collection of Pledged Taxes. Any amount so transferred shall be immediately repaid upon the collection of Pledged Taxes.

Section 17. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within

its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, the City Clerk and the Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if

deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 18. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain tax-exempt. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 19. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 20. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the City is authorized to execute standard forms of agreements between the City and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

- (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;
- (c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 21. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 22. Continuing Disclosure Undertaking. The Mayor and the Treasurer are each hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing

Disclosure Undertaking on behalf of the City shall approve, the official's execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 23. Record-Keeping Policy and Post-Issuance Compliance Matters. On November 15, 2010, the Council adopted a record-keeping policy (the "*Policy*") in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council amended the Policy on August 5, 2013. The Council and the City hereby reaffirm the Policy.

Section 24. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the

Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 25. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 26. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: February 22, 2022

APPROVED: February 22, 2022

Mayor, City of Decatur
Macon County, Illinois

Recorded in City Records: February 22, 2022.

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “*Council*”) thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 22nd day of February, 2022, insofar as the same relates to the adoption of an ordinance, numbered _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to finance water and sewer infrastructure improvements, authorizing designated officials to sell said bonds by the execution of a notification of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Robert W. Baird & Co. Incorporated.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this
22nd day of February, 2022.

City Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Macon, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2022, there was filed in my office a properly certified copy of Ordinance Number _____ passed by the Council of the City of Decatur, Macon County, Illinois, on the 22nd day of February, 2022, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to finance water and sewer infrastructure improvements, authorizing designated officials to sell said bonds by the execution of a notification of sale, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to Robert W. Baird & Co. Incorporated.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Macon, Illinois, this ____ day of _____, 2022.

[SEAL]

County Clerk of The County of Macon, Illinois

City Clerk

DATE: 2/18/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Motion Approving Parameters for the Sale of Old Fire Station #3

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Fire Station #3 Staff Parameters	Backup Material

February 18, 2022

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

FROM: Scot Wrighton, City Manager 

RE: Disposition of Former Fire Station #3

In January, the City Council discussed the possible sale of former fire station #3 in executive session. After this meeting, staff provided additional details about each of the purchase proposals the city received.

During the executive session, some council members expressed a desire to sell the property to a party that would retain its historic appearance. Staff was also concerned that the prospective owner should have a good business plan and that they allow the city to re-acquire the property in the event that the purchasing business was not successful and/or could not find a new owner that would maintain the property in a manner compatible with the council's expectations, and with its location and immediate surroundings.

Almost any new owner will likely require a change in the property's zoning designation. Before any land use revisions are made, it is appropriate for the council to finalize to whom they wish to sell the property, and under what terms. For this reason, I have attached a recommended "parameters" document. This document reflects the staff's recommendation for disposition of former fire station #3. It can be amended in any way the City Council wishes; but once it is adopted it will provide clear direction for staff regarding how to prepare a final real estate contract for formal adoption by the council at a later date.

Fire Station #3 Staff Parameters

The City solicited proposals for the sale of Fire Station 3 in December, encouraging a planned use that would add value to the neighborhood and community. There were eight proposals submitted ranging in uses and offer price. An evaluation committee reviewed and ranked these based on the combination of these factors.

The City would like to retain some control over the future of the historic public safety building. The proposed use that can preserve the buildings current condition through compatible use is the cornhole business. This business plan presented was the most compatible with adjoining residential neighborhood and requires the fewest building modifications, while still generating sales, utility, and real estate taxes and new jobs. This proposal was for \$100,100.00

In order to facilitate this property transaction staff proposes the following for City Council approval at a future date.

- The City will sell the property using a contract for deed.
- A contract for deed transfers the legal responsibility to the buyer for such things as utilities, taxes, insurance, etc., keeping the City from having to continue these types of expenses.
- We propose \$10,100 down on contract, and 48 equal installments of \$1875 per month.
- Buyer could pay off contract and assume title no sooner than 24 months, should they pay it off early.
- City would retain a right of first refusal on the property for fair market value for 35 additional years.
- Should the business default on the contract the City retains ownership.

The property is currently zoned residential. The property has commercial zoning on 2 sides of it and residential adjoining. Almost any proposed commercial use would require some type of zoning relief. In order to allow for the commercial activities proposed in the cornhole business plan, staff proposes rezoning this building under a Planned Development PD zone. This essentially allows for a specific use as requested only. The City would not be rezoning this to a B-1 (lowest commercial zone) for example which allows for a dozen categories of uses, rather zoning entitlements would be presented and approved as a planned package. A PD zoning also allows the City to put any reasonable restrictions necessary to minimize impacts of commercial activities not compatible with adjoining properties and the entrance to Fairview Park.

The City also by virtue always retains the authority to review and permit any modifications to the building necessary. This proposed use will continue to bring life to this building, while not changing it completely from decades gone by. With direction from Council staff will prepare a sale contract as directed and begin some type of zoning action, again as directed by City Council. Both of these two actions will require City Council approval and could come before Council for consideration in March or April.

Police Department

DATE: 2/7/2022

MEMO: 22-04

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Amended lease agreement for 40 additional Flock Safety LPR cameras

SUMMARY RECOMMENDATION: It is recommended that the City Council approve an amended lease agreement with Flock Safety to lease an additional 40 License Plate Reader (LPR) Cameras for deployment in Decatur neighborhoods most affected by crime.

BACKGROUND: In 2021, the Decatur Police Department deployed 60 Flock Safety LPR cameras in Decatur neighborhoods and adjacent thoroughfares. These LPR cameras have proven effective in criminal investigations and have helped the police department address crime in the city. The additional 40 cameras would provide LPR camera coverage in areas of the city that are currently void of them and are areas most affected by crime. The 40 LPR cameras would cost an additional \$100,000 per year, for a total cost of the 100 LPR cameras to be \$250,000 per year. The first year cost of the additional 40 cameras is \$112,000 due to implementation fees. Thus the overall cost in 2022 is \$262,000 and \$250,000 in 2023.

PRIOR COUNCIL ACTION: The Council approved a lease agreement with Flock Safety in March 2021 for 60 LPR Cameras under Resolution R2021-40.

POTENTIAL OBJECTIONS: None Anticipated

STAFF REFERENCE: Shane Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS: Funding for the additional 40 LPR cameras, as well as the current 60 LPR cameras (100 total) was approved through the use of ARP funds in the 2022 budget. Any amount incurred which is over the budgeted ARP amount will be covered by the general fund. The adopted ARP spending plan anticipates continuing to pay for these 100 cameras with the use of ARP monies through fiscal year 2026.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary

Resolution Letter
Flock 2022 Amended Agreement
Flock 2021 Original Agreement and
Resolution

Resolution Letter
Backup Material
Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Chief Shane Brandel
Subject: Amended Lease Agreement for 40 additional Flock Safety LPR cameras

BRIEFING ITEM

RECOMMENDED ACTION:

It is recommended that the City Council approve an amended lease agreement with Flock Safety to lease an additional 40 License Plate Reader (LPR) Cameras for deployment in Decatur neighborhoods most affected by crime. The recommended amendment will be for the remaining time of the existing agreement, which is through the 2023 contract term. The additional cost would be \$112,000 for 2022 and \$100,000 for 2023. The total cost of the agreement will be \$262,000 for 2022 and \$250,000 for 2023. The funds for this agreement have been approved by the Council as ARP expenditures for these years up to \$250,000. Any amount over the approved \$250,000 can be covered by general funds.

BACKGROUND:

The 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 in solving crimes. The additional 40 cameras will be placed in areas of the city where they will have the most impact in solving and reducing crime. These areas are identified through calls for service and crime stats. They are often referred to as “hot spots”. These areas are also ones that currently either do not have any Flock LPRs or need additional LPRs.

The City Council approved a lease agreement of 60 Flock LPR cameras in March 2021 (Resolution R2021-40). Soon thereafter, the cameras were installed and utilized in areas throughout the city of Decatur. After several months of usage, the LPR cameras have helped the Decatur Police Department in numerous investigations ranging from thefts to homicides. The cameras have also been used for investigations involving other jurisdictions. In addition, numerous other cities in Illinois and central Illinois have started using or will soon start using Flock LPR cameras in their cities. This only enhances the effectiveness of the tool as some crimes are committed by individuals from outside of DPD jurisdiction.

The City Council, through its goal of neighborhood revitalization, has recognized the importance of addressing and reducing crime. The approval of an additional 40 LPRs will help DPD in their duties and responsibilities to address criminal activity.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING AN AMMENDED LEASE AGREEMENT BETWEEN
THE CITY OF DECATUR AND FLOCK SAFETY FOR THE DEPLOYMENT OF 40
ADDITIONAL 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 amended lease agreement presented to the City Council herewith from FLOCK SAFETY for the lease of 40 additional LPR Cameras for the years 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 \$262,000 for the year of 2022 and \$250,000 for the year 2023.

PRESENTED, PASSED, APPROVED and RECORDED this ____ day of February 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



FLOCK GROUP INC.

ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** 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 terms of the previously executed agreement (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.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: IL - Decatur PD Legal Entity Name:	Contact Name: Shane Brandel
Address: 1 Gary Anderson Plaza Decatur, Illinois 62523	Phone: 217-424-2745 E-Mail: sbrandel@decaturil.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.**

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Name	Price/Usage Fee	QTY	Subtotal
Implementation Fee (State DOT)	\$750.00	4.00	\$3,000.00
Flock Falcon Camera	\$2,500.00	40.00	\$100,000.00
Implementation Fee	\$250.00	36.00	\$9,000.00

(Includes one-time fees)

Year 1 Total: \$112,000.00

Recurring Total:
\$100,000.00

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By executing this Order Form, Agency represents and warrants that it has read and agrees to 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.

Agency: IL - Decatur PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

RESOLUTION NO. R2021- 40

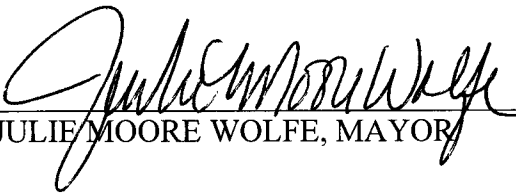
**RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF
DECATUR AND FLOCK SAFETY FOR THE DEPLOYMENT OF 60 LPR CAMERAS
IN THE CITY NEIGHBORHOODS AND ADJACENT THOROUGHFARES**

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 15th day of March 2021.



JULIE MOORE WOLFE, MAYOR

ATTEST:



KIM ALTHOFF, CITY CLERK

flock safety

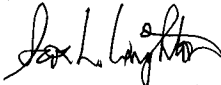
Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera Camera for evidence + real-time alerts to police. Used for high traffic and entrances / exits.	\$2,500.00	60	\$150,000.00
Implementation Fee Camera Implementation Fee	\$250.00	60	\$15,000.00
Year 1 Total			\$165,000.00
Recurring 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

By:
Name: Alex Latraverse
Title: VP of Growth
Date: 02/08/2021

Customer:

By: 
Name: Scot Wrighton
Title: City Manager
Date: MARCH 17, 2021

Flock Group Inc.
Today's Date - March 10, 2021

This proposal expires in 30 days.

Order Form
City of Decatur - Phase

1

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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: City of Decatur, IL

Contact Name: City of Decatur, IL

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 Group Inc.
Today's Date - March 10, 2021

This proposal expires in 30 days.

Order Form
City of Decatur - Phase

1

0066g0003 SUBMIT

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EXHIBIT A

Statement of Work

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

Flock Group Inc.
Today's Date - March 10, 2021

This proposal expires in 30 days.

Order Form
City of Decatur - Phase

1

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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.



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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



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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.



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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



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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



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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



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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

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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. *Exclusions do NOT include malfunction due to criminal vandalism.* JAW

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

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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.



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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,



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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.

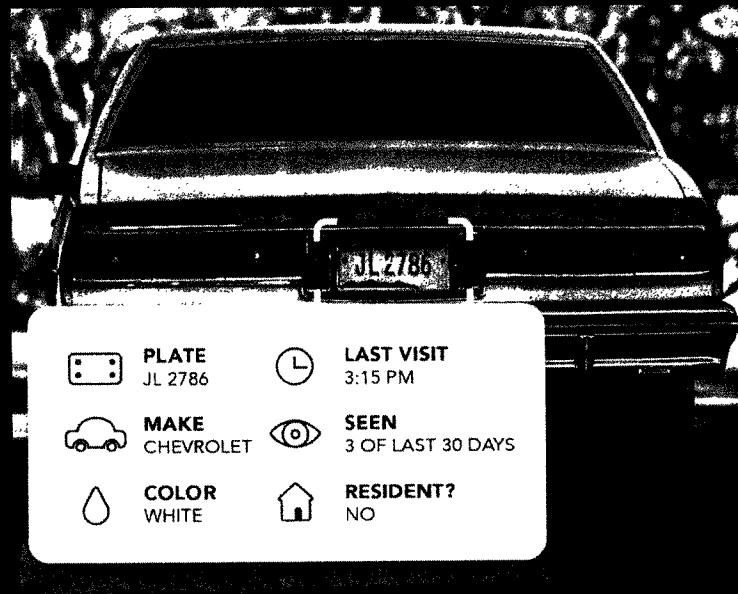
10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized 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.



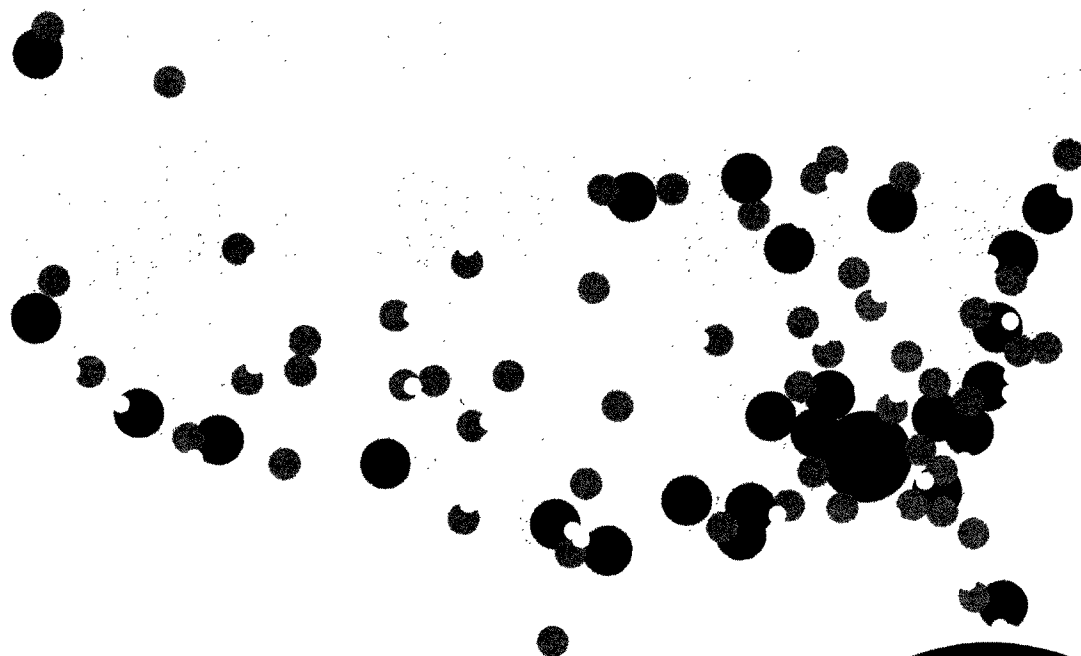
SIMPLE & AFFORDABLE

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

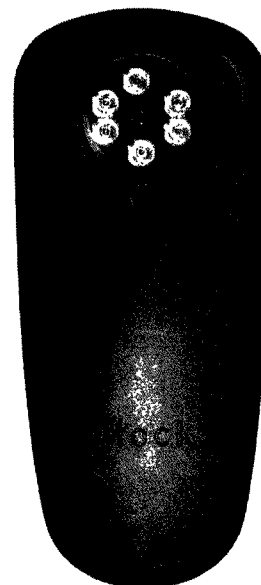
Police
departments

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

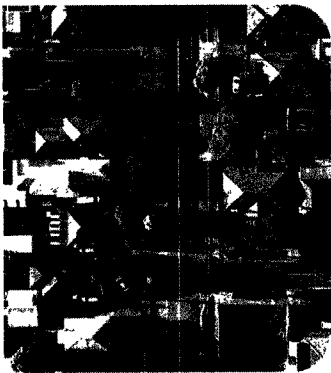
Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

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.

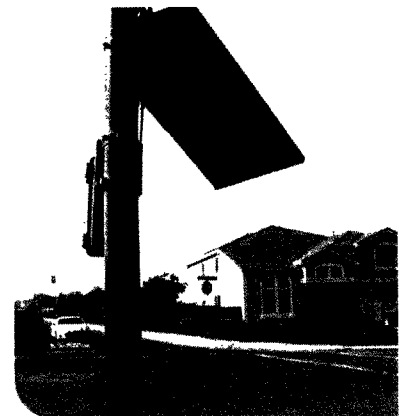
- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

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

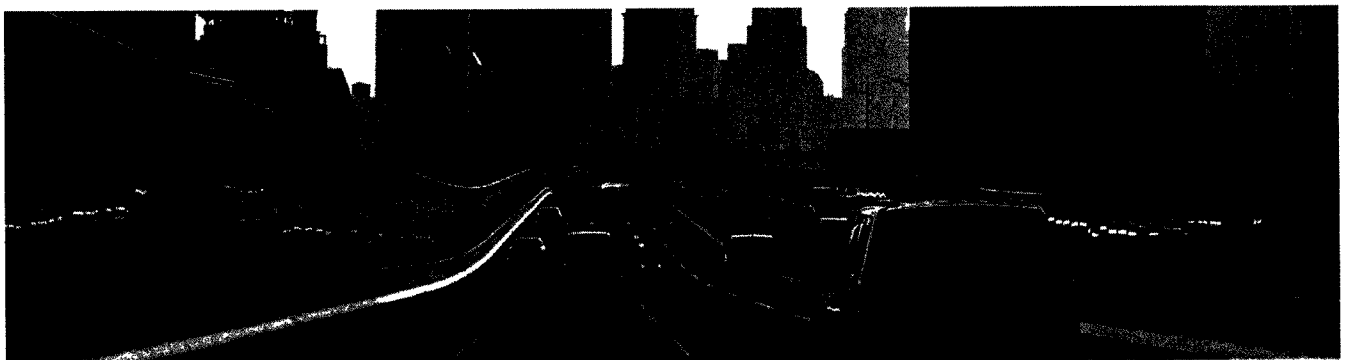
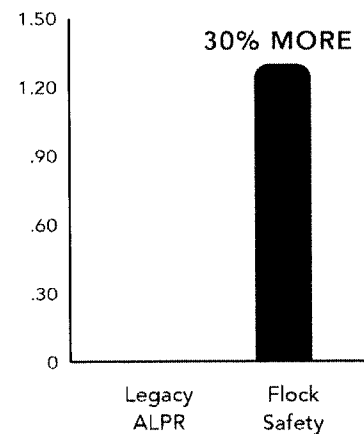
LOS ANGELES, CALIFORNIA

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).

ACCURATE READS





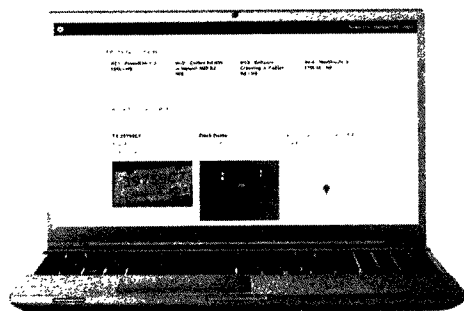
Product

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).

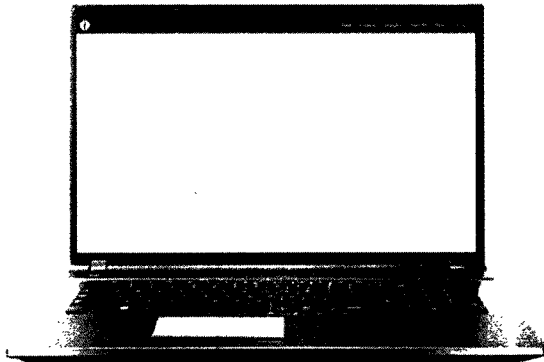
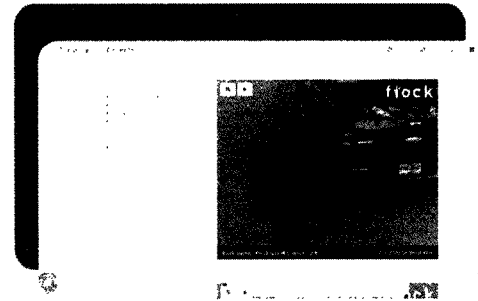


Detect Crime

- 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

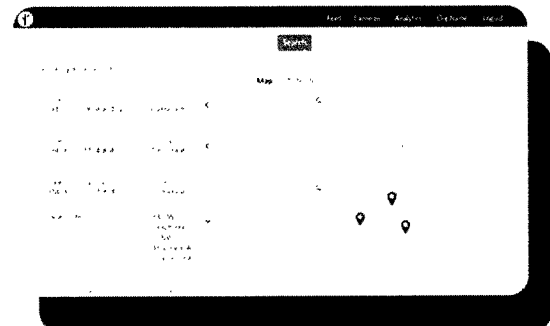
Give city council an ROI report

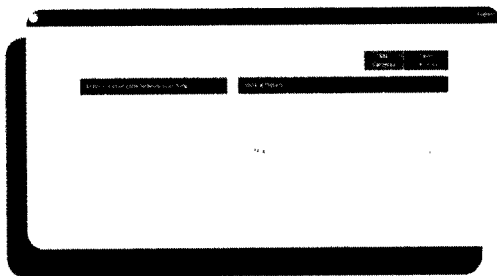
- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

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





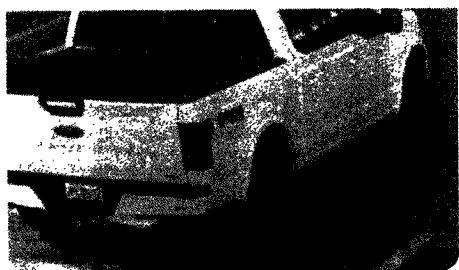
Talon

A new way to solve cross-jurisdiction crimes

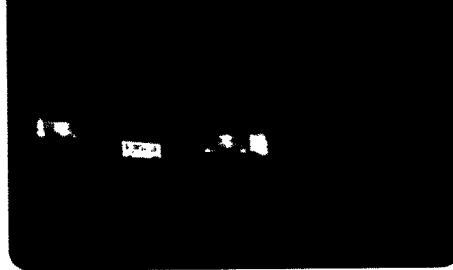
- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

Performance

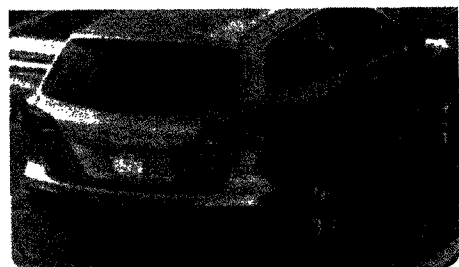
DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



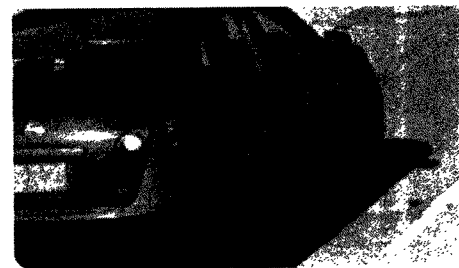
TEMPORARY PLATE



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 connectivity
- ✓ 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

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.

Police Department

DATE: 2/9/2022

MEMO: 22-05

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Agreement between the City of Decatur and PowerDMS for policy and training management software for the Decatur Police Department.

SUMMARY RECOMMENDATION: It is recommended that the Council approve the five-year software agreement between the City of Decatur and PowerDMS for an amount not to exceed \$59,998.54.

BACKGROUND: The policy and training management currently utilized by the Decatur Police Department is in need of modernization. With current technology and software, DPD can be more efficient and effective, and provide better management and oversight of our policy and training materials. PowerDMS offers web/app based software that increases the effectiveness, efficiency and transparency of the department. PowerDMS also offers accountability and reduced liability to the city. This software would bring the policy and training management of the Decatur Police Department to the highest levels of professionalism.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: PowerDMS overview material

STAFF REFERENCE: Shane Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS: Funding for the software provided by PowerDMS was approved through the use of ARP funds in the 2022 budget.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
DPD Quote	Backup Material
DPD Agreement	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Chief Shane Brandel
Subject: Agreement between City of Decatur and PowerDMS for Software for DPD

BRIEFING ITEM

RECOMMENDED ACTION:

It is recommended that the Council approve the five-year software as a service agreement between the City of Decatur and PowerDMS in the amount of \$59,998.54.

BACKGROUND:

The Decatur Police Department currently maintains policies and training materials in typical computer file folders. Documents are individually prepared and distributed and can be accessed by the staff from the city's network. Training materials are distributed and maintained in a similar fashion. One difference being training material is also maintained in a DB2 application developed and maintained by City of Decatur IT staff. Many of the processes involve manual entry and oversight and can take up considerable manpower. Although this method of policy and training management has worked to this point, it is becoming outdated.

PowerDMS offers web-based solution that allows administrative staff to update and distribute new policies and training material more easily. It allows officers to better view and understand the policy changes and can also test their knowledge of the material. The software also provides an audit trail for the entire process, from origination to distribution to individual review. This allows for accountability for the officer and the agency and helps reduce liability for the City. This solution allows for the agency and the individual officer to monitor their training and provides them easy searchable access to policies and training material. All the features provide a much more efficient and effective way of managing this type of material and creates a record keeping system more in line with current expectations. PowerDMS is often used by agencies that are accredited, as the accreditation process requires strict record keeping methods. As the State of Illinois moves to a continued certification process for police officers, this solution provides a much easier and modern method for record keeping, access and monitoring.

In addition, PowerDMS offers a public facing option for materials selected to be made public. These materials (i.e. select policies) are identified and linked to the DPD website. Then anytime those identified documents are updated, the public facing document is automatically updated. This offers a much easier method to improve transparency and efficiency.

The funding for this software was approved in the 2022 ARP funding. Entering into a multi-year agreement lowers the cost of the product. The Department is looking to enter into a 5-year agreement for the amount provided.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF
DECATUR AND POWER DMS FOR POLICY AND TRAINING MANAGEMENT
SOFTWARE FOR THE DECATUR POLICE DEPARTMENT**

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

Section 1. That the software agreement presented to the City Council herewith from PowerDMS for a five-year agreement for policy and training management software as a service for the Decatur Police Department be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute a purchase order on behalf of the City of Decatur to PowerDMS in an amount not to exceed \$59,998.54.

PRESENTED, PASSED, APPROVED and RECORDED this ____ day of February
2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Contract Details		Order Details	
Account Number: A-158366		Order #: Q-156972	
Customer: Decatur Police Department (IL)		Order Date: 3/1/2022	
Sales Rep: Kelly Kyle		Valid Until: 3/1/2022	
		Subscription Start Date: 3/1/2022	
		Subscription Term (months): 60	
Customer Contact			
Billing Contact:	Decatur Police Department (IL) Shane Brandel	Billing Contact Email:	sbrandel@decaturil.gov
Address:	707 W South Side Dr Decatur, IL 62521	Phone:	(217) 424-2768
		Fax:	
Payment Terms			
Payment Term:	Net 30	Notes:	
PO Number:			
Subscription Service			

YEAR-1

Item	Type	Qty	Total
PowerPolicy Professional Subscription	Recurring	149	\$8,106.46
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerTraining	Recurring	149	\$1,777.75
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.			
SSO	Recurring	149	\$475.00
Single Sign on Service			
PowerPolicy Professional Setup (Onboarding)	Services	1	\$1,000.00
This package ensures a smooth implementation and successful ongoing use of PowerDMS. This package includes Implementation Management: Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.			
YEAR-1 TOTAL:			\$11,359.21

YEAR-2

Item	Type	Qty	Total
PowerPolicy Professional Subscription	Recurring	149	\$8,673.07
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerTraining	Recurring	149	\$1,866.64
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.			
SSO	Recurring	149	\$525.00
Single Sign on Service			
YEAR-2 TOTAL:			\$11,064.71

YEAR-3

Item	Type	Qty	Total
PowerPolicy Professional Subscription	Recurring	149	\$9,407.77
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerTraining	Recurring	149	\$1,959.97
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.			
SSO	Recurring	149	\$551.25
Single Sign on Service			
YEAR-3 TOTAL:			\$11,918.99

YEAR-4

Item	Type	Qty	Total
PowerPolicy Professional Subscription	Recurring	149	\$9,878.16
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerTraining	Recurring	149	\$2,057.97
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.			
SSO	Recurring	149	\$578.81
Single Sign on Service			
YEAR-4 TOTAL:			\$12,514.94

YEAR-5

Item	Type	Qty	Total
PowerPolicy Professional Subscription	Recurring	149	\$10,372.07
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.			
PowerTraining	Recurring	149	\$2,160.87
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.			
SSO	Recurring	149	\$607.75
Single Sign on Service			
YEAR-5 TOTAL:			\$13,140.69

Subscription Term Total : | \$59,998.54



This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees labeled "Year 1 Total" shall be invoiced immediately, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between PowerDMS and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

Accepted and Agreed By Authorized Representative of:
Decatur Police Department (IL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

PowerDMS, Inc.
Software as a Service Agreement

This Software as a Service Agreement (this “**Agreement**”) is entered into by and between _____ (“**Customer**”) and PowerDMS, Inc. (“**PowerDMS**”), effective as of the latest date shown on the signature page of this Agreement (the “**Effective Date**”). In consideration of the parties’ mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Definitions; Construction

1.1. Definitions.

“**Agreement**” means this Software as a Service Agreement.

“**Customer Data**” means electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

“**Government Customer**” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

“**Intellectual Property Rights**” means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**PowerDMS**” means PowerDMS, Inc., a Delaware corporation.

“**PowerDMS Technology**” means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its software as a service subscription products and related services available to its customers.

“**Service Order**” means an ordering document issued by PowerDMS and executed by Customer, whether or not designated a “Service Order”, specifying the Services the Customer is purchasing from PowerDMS, as such Service Order may be amended from time to time as mutually agreed by the Customer and PowerDMS. Service Orders shall not include Customer’s purchase order forms.

“**Services**” means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in one or more Service Orders executed by the Customer.

“**Subscription Term**” means the period of time identified on each Service Order, for which PowerDMS has committed to provide, and Customer has committed to pay for, the Services.

“**Users**” means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PowerDMS at Customer’s request) has supplied a user identification and password.

“**Volunteered Data**” shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the Customer submits into the PowerDMS Success Community or

otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card

Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

1.2. Construction. This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer (or upon becoming effective under Section 7.3), each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. **Services**

2.1. Services. PowerDMS will (a) make the Services available to Customer and Customer's Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDMS will give advance notice).

2.2. Subscriptions. Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. If Customer elects to increase the number of Users permitted to use the Services pursuant to a subscription, fees for the additional Users will be calculated at the same per User pricing as the underlying subscription and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing by Customer, and both PowerDMS and Customer shall be subject to the terms of this Agreement with respect to the additional Users and any new Services purchased in connection with such modification.

2.3. Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and each Service Order, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

2.4. Restrictions. Customer acknowledges that PowerDMS does not pre-screen, verify, or endorse the content of the Customer Data that Customer or its Users stores or transmits via the Services. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom unless otherwise agreed in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or copying any PowerDMS Technology, (m) remove the copyright,

trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

2.5. Infringing or Restricted Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 2.4.

2.6. Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

2.7. Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services ("**Third Party Services**"). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. PowerDMS makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. PowerDMS may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, PowerDMS will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

3. **Proprietary Rights and Licenses**

3.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer's operations in its ordinary course of business.

3.2. Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, transmit, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 3.3 below and as otherwise may be agreed in writing by Customer.

3.3. Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, "**Statistical Data**"). PowerDMS may use Statistical Data for PowerDMS's internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS's other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "**Anonymized Data**"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS's commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limiting the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

3.5. Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any "**Volunteered Data**".

3.6. Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

4. **Fees**

4.1. Fees. Customer will pay PowerDMS all fees specified in a Service Order. Except as otherwise specified in this Agreement or in a Service Order, payment obligations are non-cancelable, and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant Subscription Term.

4.2. Payment Terms. Each Service Order shall specify the fees applicable to the Subscription Term. Except as otherwise specified in a Service Order, fees are billed annually in advance of each year of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. Fees are due within thirty (30) days from the date of the invoice referencing such Service Order.

4.3. Customer Purchase Orders. Except as otherwise specified in a Service Order, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchase and use of Services, excluding any taxes based upon PowerDMS's personal property ownership or net income. If PowerDMS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, PowerDMS will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides PowerDMS with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5. Overdue Charges. Any invoiced amount that is not received by PowerDMS when due as set forth in a Service Order will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.

4.6. Suspension of Services. If any amount owing by Customer is more than 30 days overdue, PowerDMS may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7. Payment Disputes. PowerDMS will not exercise its rights under Section 4.5 or 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. **Confidentiality**

5.1. Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

5.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled

disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4. Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 5, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. **Customer Data**

6.1. Data Protection. PowerDMS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by PowerDMS personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for PowerDMS to rely upon the security processes and measures utilized by PowerDMS's cloud infrastructure providers.

6.2. Data Breach Notification. PowerDMS will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a "**Security Breach**") within 72 hours of PowerDMS's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, Customer will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or Customer's policies require notification of its Users or others of the Security Breach, Customer shall be responsible for such notification.

6.3. Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

7. **Term; Termination**

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues for as long as any Subscription Terms are in effect.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.3. Subscription Term and Renewal. The length of the Subscription Term will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Subscription Term, PowerDMS will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring Subscription Term. PowerDMS reserves the right to increase the subscription fees applicable to the renewal subscription. The new Service Order shall be deemed to be effective if Customer (a) returns the executed Service Order to PowerDMS, (b) remits payment to PowerDMS of the fees set forth in the invoice referencing the Service Order, or (c) the Customer or any of its Users access or use the Services after the expiration of the previous Subscription Term.

7.4. Effect of Termination. Upon termination of this Agreement for any reason, Customer and its Users will cease all use of the Services and, except for PowerDMS's right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination. If this Agreement is terminated by

Customer in accordance with Section 7.2 (Termination for Breach), PowerDMS will refund to Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

7.5. Suspension. PowerDMS may suspend Customer's or any User's right to access or use any portion of the Services if PowerDMS determines that Customer's or Users' use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. **Representation and Warranties; Disclaimers**

8.1. PowerDMS. PowerDMS represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDMS, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner.

8.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to PowerDMS; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

9. **Indemnification**

9.1. By PowerDMS. PowerDMS will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided PowerDMS is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by PowerDMS, the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.

9.2. By Customer. To the extent permitted by applicable law, Customer will defend PowerDMS from and against claim, demand, suit or proceeding made or brought against PowerDMS (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

9.3. Mitigation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by PowerDMS to be infringing, PowerDMS may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

9.4. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. **Limitation of Liability.**

10.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER OR SUBSTITUTE SERVICES, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

10.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

11. **General Provisions**

11.1. Entire Agreement. This Agreement, Exhibit A (if applicable), and any Service Orders executed by Customer (or deemed effective under Section 7.3) constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. Any Service Order executed or amended, or any Subscription Term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement. Except for the terms of any Service Order executed by Customer, any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained or referenced in any invoice, purchase order or policies, are expressly rejected by each party and shall serve only the purpose of identifying the products or services ordered.

11.2. Government Entity Addendum. If Customer is a Government Customer, the Government Customer Addendum (attached hereto as Exhibit A) is hereby incorporated into the Agreement.

11.3. No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

11.4. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with PowerDMS's prior written consent. PowerDMS may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of PowerDMS or a successor by merger or other business combination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.6. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.7. Publicity. Unless otherwise provided in the applicable Sales Order, PowerDMS may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.8. No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.9. Resolution of Disputes. [Intentionally omitted]

11.10. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.10.

11.11. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that its performance is prevented, hindered or delayed as a result of strikes, riots, fires, explosions, acts of God, epidemics, pandemics, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

11.12. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.13. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

Customer	PowerDMS
_____	PowerDMS, Inc.
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME: _____
PRINT TITLE: _____	PRINT TITLE: _____
DATE SIGNED: _____	DATE SIGNED: _____

Exhibit A

Government Customer Addendum

This Government Customer Addendum ("Addendum") forms part of the Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and the Agreement, the terms of this Addendum shall control.

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 9.2 of the Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 5 of the Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for PowerDMS to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Resolution of Disputes.** [Intentionally omitted]
6. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, PowerDMS agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and PowerDMS; for clarity, Customer shall not be responsible for any transactions between the Related Agency and PowerDMS, (b) the terms (including pricing) specified in the Service Orders entered into between PowerDMS and Customer shall not be incorporated into the transactions between the Related Agency and PowerDMS, and (c) the Related Agency will confirm in writing it has the authority to use the Agreement for the purchase and that the use of the Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.



Policy & Training Management

Readymade Software for Your Local Government



Policy Management

Get your whole city on the same page by putting your most important documents in one secure system. Bring consistency and accountability to your whole city by simplifying the way you store, edit, and distribute your most important documents with PowerDMS.

Benefits

- ✓ Improve accountability and compliance through timely policy reviews.
- ✓ Bring consistency to all city employees with a secure, centralized system for all critical documents.
- ✓ Save time by quickly revising and distributing new policies and policy updates.
- ✓ Modernize your policy manual with a cloud-based, paperless solution.

Features

- ✓ **Capture Electronic Signatures:** Know when employees review and acknowledge each revision of a policy.
- ✓ **Always Up to Date:** Ensure employees are always viewing the most current version, reducing risk and increasing compliance.
- ✓ **Side-by-Side Compare:** Employees are automatically notified when a policy has been revised and can quickly see what has changed through a custom side-by-side compare tool.
- ✓ **Manage Document Workflows:** No more time wasted routing documents and tracking down approvals. Online collaboration tools allow your staff to comment, update, track, and approve changes along the way.
- ✓ **Access Central Repository:** Give every city employee access to all of your crucial content from a single, searchable system. Provide 24/7 access from any computer, tablet, or smartphone. No more fumbling for out-of-date, paper manuals.

"Having the history of policy changes and providing a much more efficient way to track communication and acknowledgment makes PowerDMS well worth the investment."

Mimi Merhi
HR PROGRAMS COORDINATOR
CITY OF HENDERSON, NV



Training Management

Simplify your training management by keeping all your training content in PowerDMS. Easily see everyone who has completed mandatory training and host your own online training courses all from a single, integrated system.

Benefits

- ✓ Ensure all employees complete mandatory compliance training.
- ✓ Centrally track employee training records and certifications.
- ✓ Simplify employee onboarding by combining training and policies in one system.
- ✓ Improve employee performance with consistent, online training.

Features

- ✓ **Host Online Training:** Avoid the hassle of scheduling in-person training. Deliver training remotely regardless of location or department.
- ✓ **Conduct Employee Surveys:** Track employee engagement and feedback through online surveys. Provides open lines of communication in a manageable way.
- ✓ **Robust Training Reports:** Quickly and easily see who has completed required training, courses, or surveys. This ensures all employees are up to date with their training and helps you stay in compliance.
- ✓ **Proactive Reminders:** Make it easy for your employees to know what training is required through proactive alerts.

"Every department we've trained on PowerDMS has gotten excited about it. They come in not really knowing what it can do and within one hour I have them falling over themselves with everything they can now do."

David Holland
HR COMMUNICATIONS & POLICY COORDINATOR
LOUISVILLE METRO GOVERNMENT

To learn more about how PowerDMS drives excellence and accountability in the whole city, visit powerdms.com/demo or email us at sales@powerdms.com.



PowerDMS

SINGLE PLATFORM FOR **COMMUNICATION, ACCOUNTABILITY, & TRANSPARENCY**

Our Mission

Born out of a need to simplify mountains of compliance paperwork, PowerDMS has a long history of helping law enforcement streamline the management, distribution, & tracking of crucial information.

Today more than 3,500 Law Enforcement Agencies trust our cloud-based software to help them reduce risk, drive accountability, improve processes, and increase public trust & transparency.



For Law Enforcement

With increased litigations, frequent changes in law, push towards accreditation, and demand for greater transparency, agency leaders need a better way to **(a)** quickly and correctly update rules & practices **(b)** inform, educate, and measure understanding **(c)** keep perfect records, ensure compliance, and report on key measures.

This means, especially now with widespread budget cuts, agencies are being stretched to do more with less.

Enter PowerDMS. We help agencies reduce the cost and complexities of managing, updating, communicating, and educating staff on new information and changes. Providing a "Single Source of Truth" for access, distribution, and records keeping which improves the protection of your community, agency, and employees.



PowerDMS®

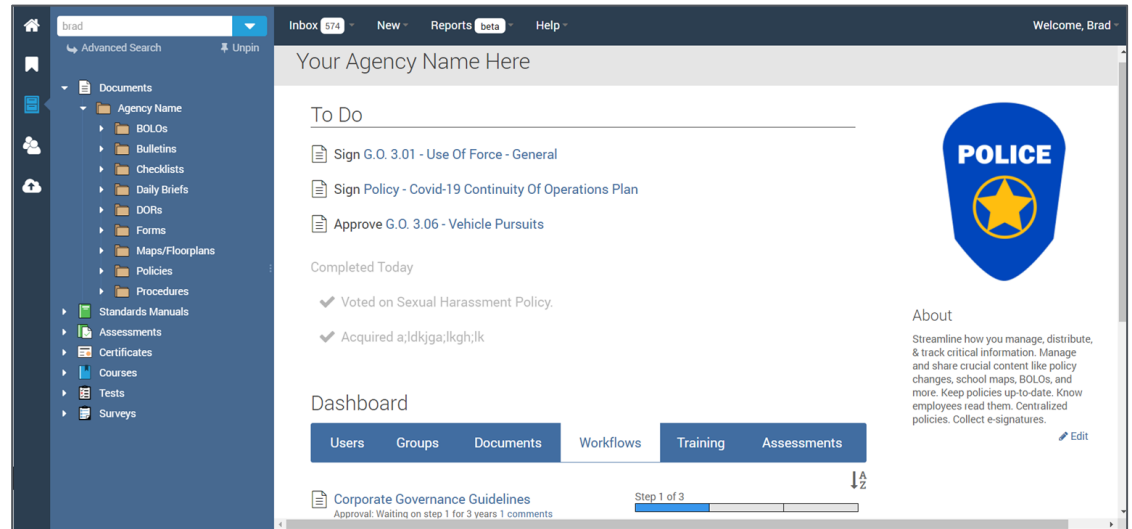


About our Product

Single Source of Truth

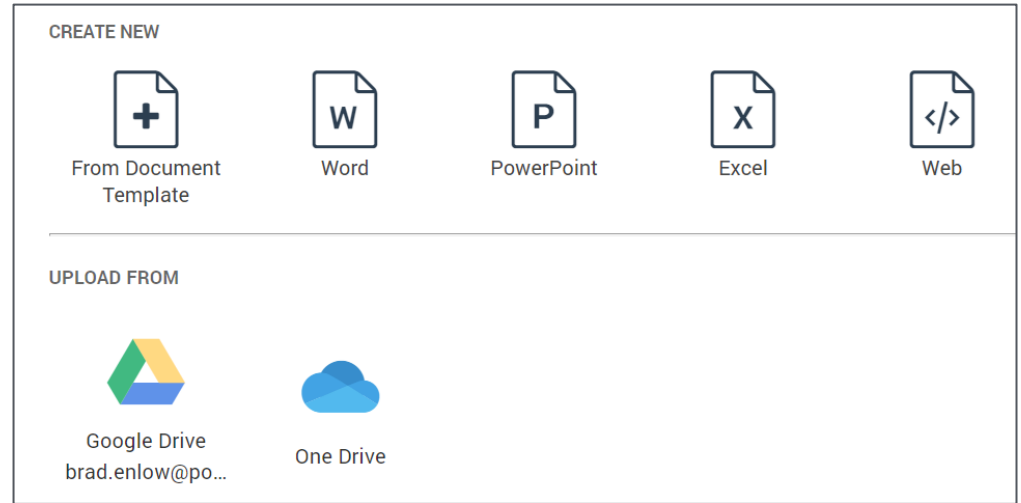
With PowerDMS, you can import, connect, create, distribute, & track all crucial information, content, & training.

This creates a **single source of truth** to locate, notify, manage, track, and report.



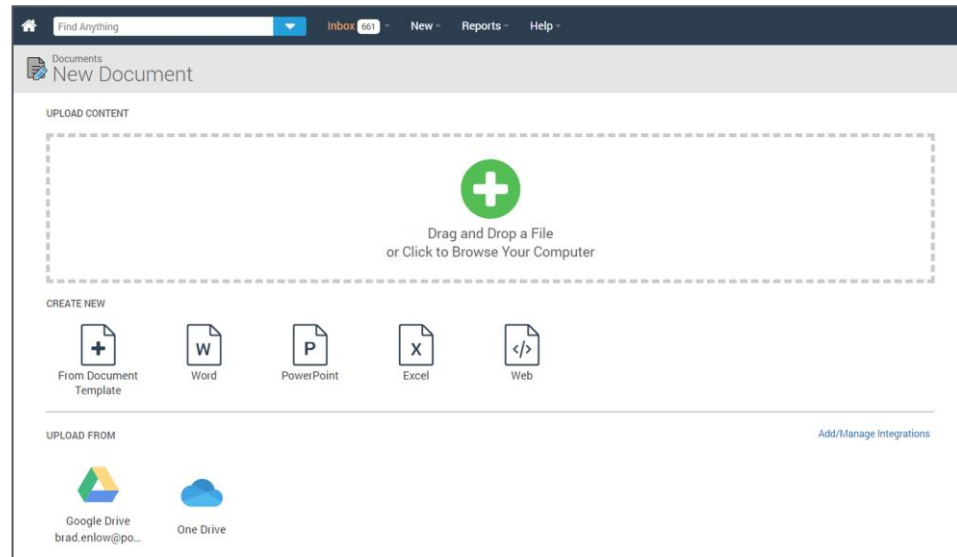
Integrations & Import

Uploading & editing made easy with integrations to **Microsoft Office, Office365, One-Drive, & Google Drive.**



Drag-and-Drop Upload

Or, better yet, simply
drag & drop or create new
documents directly in PowerDMS



User Permissions

PowerDMS provides a simple way for admins to customize user/group permissions, & assignments to ensure **complete content control** content in your site.

The screenshot shows the 'A. Policies' interface in PowerDMS. The 'Security' tab is active, displaying a table of user permissions. On the left, there are controls to 'Add Users Or Groups' and checkboxes for 'View', 'Audit', 'Edit', and 'Cascading'. The table lists several user groups with their respective permissions.

	View	Audit	Edit	Cascading	Users and Groups
	☐	☐	☐	☐	Administration (via 465 Folders and...
	☒	☐	☐	☐	All Employees (via 51 Folders and...
	☒	☐	☐	☐	all sworn southaven officers (v...
	☒	☐	☐	☒	all sworn southaven officers

Workflows

PowerDMS simplifies development and approval process, allowing administrators to set a routing structure for document reviews, commenting, edits, or approvals. You can also create standard workflow templates to ensure **consistent business processes**.

Start this workflow based on an existing template:

Start ↓

Step 1 ↓

Step 2 ↓

Step 3 ↓

[+ Add Another Step](#) [Help With Workflow Steps](#)

Finish

First Response ▼ ⌵

First Response ▼ ⌵

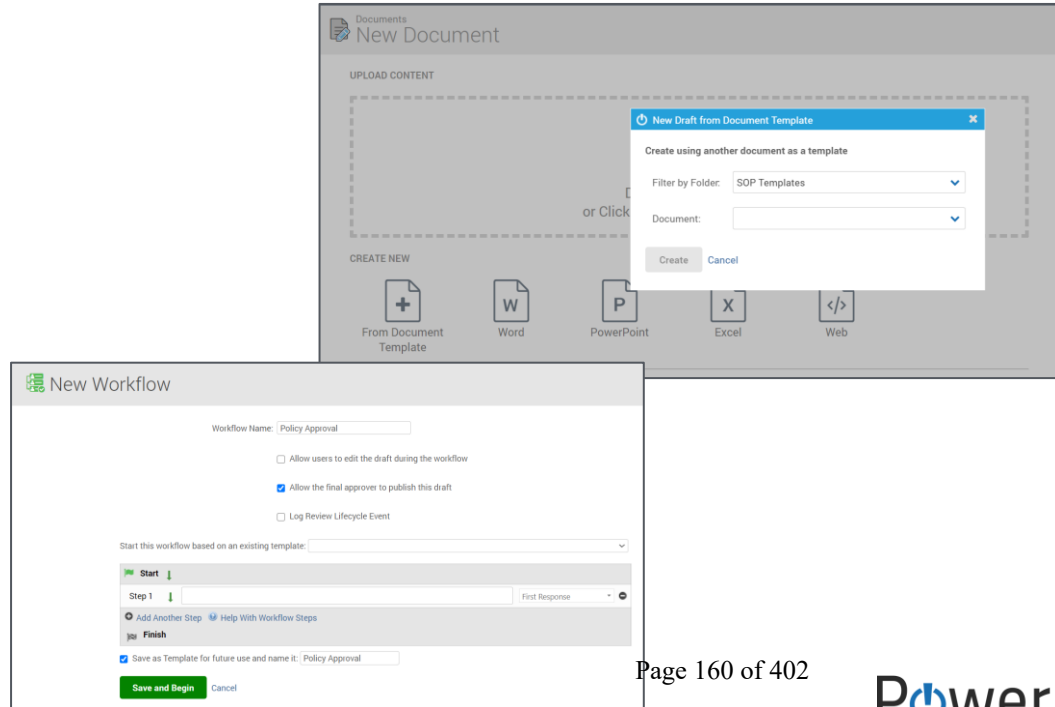
First Response ▼ ⌵

☒ Save as Template for future use and name it:

[Save and Begin](#) [Cancel](#)

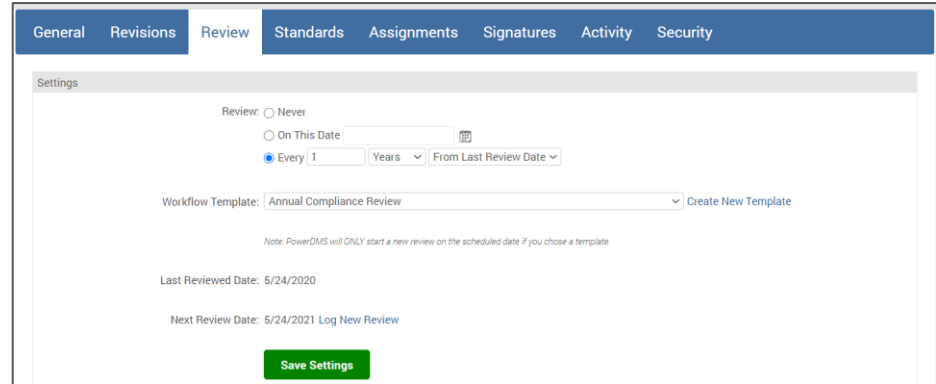
Custom Templates

Import or create custom document & workflows templates to ensure **control** & **streamline processes**.



Schedule Periodic Reviews

Schedule one-time or recurring reviews by date or simply by the last review to **ensure documents are kept updated and in compliance.**



The screenshot shows the 'Review' settings page in the PowerDMS application. The top navigation bar includes tabs for General, Revisions, Review (active), Standards, Assignments, Signatures, Activity, and Security. The 'Settings' section is titled and contains the following options:

- Review:** Radio buttons for 'Never' and 'On This Date'. The 'Every' option is selected with a value of '1' and a unit of 'Years'. A 'From Last Review Date' dropdown is also present.
- Workflow Template:** A dropdown menu showing 'Annual Compliance Review' with a 'Create New Template' link.
- Note:** A small text note stating: 'Note: PowerDMS will ONLY start a new review on the scheduled date if you chose a template.'
- Last Reviewed Date:** 5/24/2020
- Next Review Date:** 5/24/2021 with a link to 'Log New Review'.
- Save Settings:** A green button at the bottom.

Track Changes & Real-Time Editing

PowerDMS offers side-by-side comparison and a discussion tab for simple collaborations.

When you need more, use **track-changes & real-time editing** of our Microsoft Office & Google Drive integrations.

Info Discuss Workflows

Friday, August 31, 2018

Workflow (Started at 4:49 PM)

Add Comment

Everything looks great! |

Post comment - basic user

Do you Approve or Deny this draft of Document Powerdms Sexual Harassment Policy?

Username Password

user

Add Optional Explanation

Approve Deny

Info Discuss Workflows

Workflow (Started at 4:49 PM)

Everything looks great!

basic user - 5:03 PM

@basic:Actually, I found one area that needs a correction.

basic user - 5:03 PM

Add Comment

Do you Approve or Deny this draft of Document Powerdms Sexual Harassment Policy?

Username Password

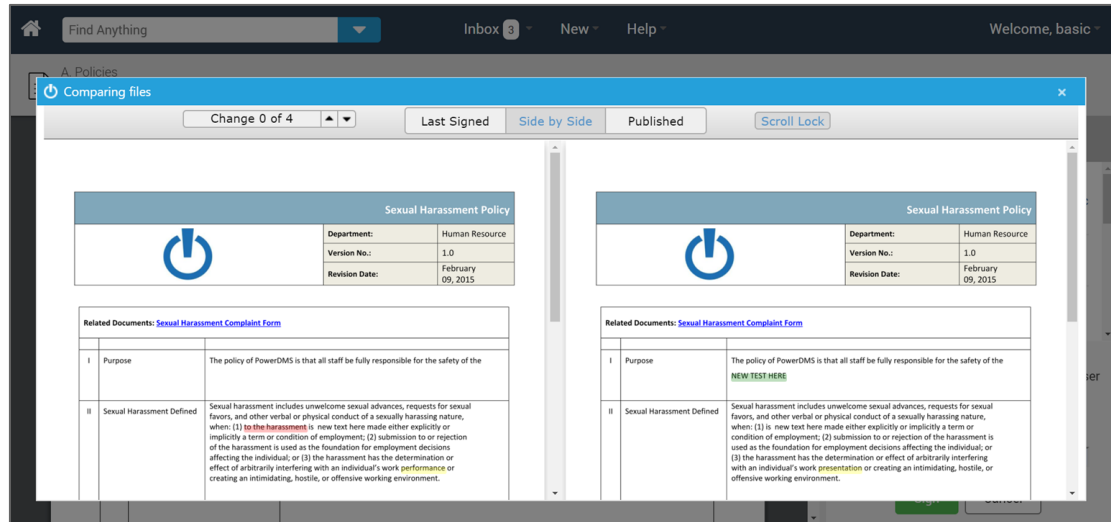
user

Add Optional Explanation

Approve Deny

Side-by-Side Comparison

PowerDMS provides a unique side-by-side comparison feature allowing users to compare edits and updates of any document version, **highlighting what has been added, deleted, or revised.**



Audit Trail

A complete history of every document is tracked in our system, including changes, review/approval comments, status, and signature history. We also store and track who has **read, signed, edited, and approved** each version of a document.

Templates

Meeting Minutes Template

View Document

General

Revisions

Review

Standards

Assignments

Signatures

Activity

Security

Activity Types: All Types

User:

Between: and

Search

Reset

User	Activity	Activity Date	Revision Date	Status	Details
John Smith	Revision Status Change	11/21/2018 1:40 PM	11/21/2018 1:39 PM	Status changed from: Draft to Publish	
John Smith	Revision Created	11/21/2018 1:39 PM	11/21/2018 1:39 PM		
John Smith	File Saved	11/21/2018 1:39 PM	11/21/2018 1:39 PM		
John Smith	Document Created	11/21/2018 1:39 PM			

1

Page: 1 of 1

Go

Page size: 4

Change

Item 1 to 4 of 4

Reports & Dashboards

Our built-in reporting tool gives you the power to see the **full history of actions** for a particular piece of content – who has signed it, who needs to sign it, and any document review steps. These reports can be viewed within PowerDMS, or they can be exported to Excel.

The Report Builder interface features a top navigation bar with tabs for Documents, Certificates, Courses, Standards, Tests, Surveys, and Users. Below this, there's a 'Report Type' section with radio buttons for Document Summary (selected), Signature Summary, Signatures, Signatures Needed Summary, Signatures Needed, Documents For Review, and Document Workflow Actions. To the right is an 'Add Criteria' section with dropdown menus for Document, Folder, and Tagged With, and a text input for Description. At the bottom right are 'View' and 'Download' buttons.



Version Control

PowerDMS includes **automatic version control features**. When a policy is updated and approved, the previous version is archived and the new version is published.

Administrators can access the draft & archived versions along with the complete audit history to provide evidence of compliance.

A. Policies

Sexual Harassment Policy

View Document

General

Revisions

Review

Standards

Assignments

Signatures

Activity

Security

Draft (1)

Published (1)

Archived (44)

		Revision Date	File Type	Revision Comments	Attached Test	Last Modified By	Signatures	Last Published
		5/7/2018	docx			Brad Enlow	0	Never
		5/2/2018	docx			Brad Enlow	0	Never
		4/30/2018	docx			Brad Enlow	0	Never
		4/30/2018	docx		42799	Brad Enlow	0	4/30/2018
		4/27/2018	docx			Brad Enlow	1	4/27/2018
		4/27/2018	docx			Brad Enlow	0	Never
		4/27/2018	docx			Brad Enlow	1	4/27/2018
		4/27/2018	docx	Regulatory update...event...		Brad Enlow	0	4/27/2018

Anytime, Anywhere Access

PowerDMS is accessible from any internet-enabled device. A **mobile app** is available for iOS and Android phones and tablets that allows employees to search for, view, and sign policies using the mobile app.



Public Facing Documents

Securely select and **instantly publish** specific policies, records, videos, forms or information directly to your website.

Automatic updating to your website when a new version is published within your PowerDMS site.



Publish Content Instantly



Simplify Information Sharing



Update Policies Automatically

Enable Public Link: ☐ Not Public
☒ Public

The published revision of this document is now available on your public document page. Draft revisions must be published before they can be made public.

Public Documents Page

Public Link: <https://www.powerdms.com/public/LAWENF2/documents/1137123> [Copy](#)

Internal Link: <https://powerdms.com/link/LAWENF2/document/?id=1137123> [Copy](#)

Accreditation Management

PowerDMS partners with the state and national accrediting bodies to **help agencies attain & maintain accreditation.**

Map policies & proofs to specific accreditation standards, schedule one-time or recurring compliance tasks, set compliance statuses, run advanced reports, & collaborate remotely.

The screenshot displays the CALEA Assessment software interface. The top navigation bar shows the current path: 4 Use of Force / 4.1 Use of Force / 4.1.1 (LE1). The main content area displays the standard 4.1.1 (LE1) titled "(M M M M) (LE1) Use of Reasonable Force". Below the title, it states: "A written directive states personnel will only use reasonable force to accomplish lawful objectives." and "Agencies should ensure training is conducted ranging from". The interface includes a sidebar with a tree view of standards, a right-hand panel with tabs for Tasks (2), Statuses, and Attachments, and a bottom section for Related Standards.

Related Standards

[1.1.2 \(LE1\)](#), [4.1.2 \(LE1\)](#), [4.1.5 \(LE1\)](#),
[4.2.1 \(LE1\)](#), [4.2.2 \(LE1\)](#), [11.1.1 \(LE1\)](#),
[11.2.1](#), [11.3.4](#)

Training Management



Easy, Effective
Online Training

[Learn More](#)



Ensure Training
Retention

[Learn More](#)



Certify Training
Success

[Learn More](#)

Electronic Courses

Create custom courses to assist with **employee onboarding and ongoing training requirements.**

Schedule & assign recurring courses with email notifications.

Track records & report on key categories (IE. Use of Force, Bias, Pursuite, etc.)

	XYZ POLICE DEPARTMENT	Distribution	General Order Number
	POLICY AND PROCEDURE GENERAL ORDER	ALL PERSONNEL	3.01
Order Title: USE OF FORCE – GENERAL	Original Issue Date MM/DD/YY	Reissue/Effective Date MM/DD/YY	
	Accreditation Standard: POSTC 1.14.1, 1.14.2, 1.14.3, 1.14.4, 1.14.7	Section 3	
Rescinds:	Section Title RULES OF CONDUCT		
	_____. Chief of Police		

This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the

In-Person Training

Create in-person trainings and either assign directly or allow staff to pick-and-choose which options works for their schedule.

Track & report on **attendance**, **performance**, **fees**, & **course content** records across current & past employees.

The screenshot displays the '10000001 - Use of Force - Example Course' configuration interface. The top navigation bar includes 'View Enrollment Page' and 'Design Course' buttons. The main content area is divided into tabs: 'General', 'Content', 'Fees', 'Seats', and 'Security'. The 'General' tab is active, showing fields for 'Section Number' (001), 'Credit Hours' (3.000), 'Location' (Office A Room B), 'Start Date/Time' (8/10/2020 12:00 A), 'End Date/Time' (8/11/2020 12:00 A), 'Approval Workflow' (None), 'Maximum Seats' (Unlimited), 'Instructor(s)' (Doe, Jon (Jon.Doe9999)), and 'Tagged With' (CJSTCB - Use of Force). The 'Instructions' field contains the text 'Please bring XYZ with you...'. A yellow banner at the bottom of the form states 'Draft: This course section is currently in draft mode.' Below the banner are 'Save', 'Publish', and 'Clone' buttons. On the right side, a 'Master Course' sidebar shows '001 - 0 / Unlimited Open Dates' and a note: '*No sections are accessible while the Master Course is in draft mode.' At the bottom right, there is a 'New Section' button.

Asset Tracking

Assign & track certificates, licenses, & equipment.

Report on what's coming up, overdue, and completed by specific item, type, user, or group.

Always know who has what and who needs what.

The image displays two overlapping screenshots of the PowerDMS software interface. The top screenshot shows the 'Report Builder' window, which has a navigation bar with tabs for Documents, Certificates, Courses, Standards, Tests, Surveys, Users, Content Hub, and Analytics (marked as beta). Below the navigation bar, there are sections for 'Report Type' and 'Add Criteria'. The 'Report Type' section includes radio buttons for 'Needed', 'Awarded' (selected), and 'Credit Hour Summary'. The 'Add Criteria' section includes dropdown menus for 'Certificate' and 'Certificate Type' (set to 'Issued Equipment'). There are also input fields for 'Award Date Range' and 'Expire Date Range', and a 'User' dropdown. The bottom screenshot shows the 'New Certificate' window, which has a navigation bar with tabs for General, Expiration, Properties, Courses, Assignments, Users, and Security. The 'General' tab is active, showing fields for 'Name' (XYZ Firearms Qualification), 'Credit Hours' (3.0), 'Description', 'Certificate Type' (Firearms quals), 'Inbox Alert' (30 days before expiration), 'Tagged With', and 'Instructions'. There is a 'Save' button at the bottom. The 'Report Builder' window also has a 'View' and 'Download' button at the bottom right.

Training Requests

Create a course catalog for staff to enroll to or request from.

Automate training requests & approvals for external training.

New Training Request

☒ Search the course catalog to find a course to request.
☐ The course I wish to attend does not exist.

Next

New Training Request

* Course Name:

* Description:

* Location:

* Start Date: * End Date:

Fees

+ Add New Fee

Type	Description	Quantity	Unit Price	Total
No fees have been created.				

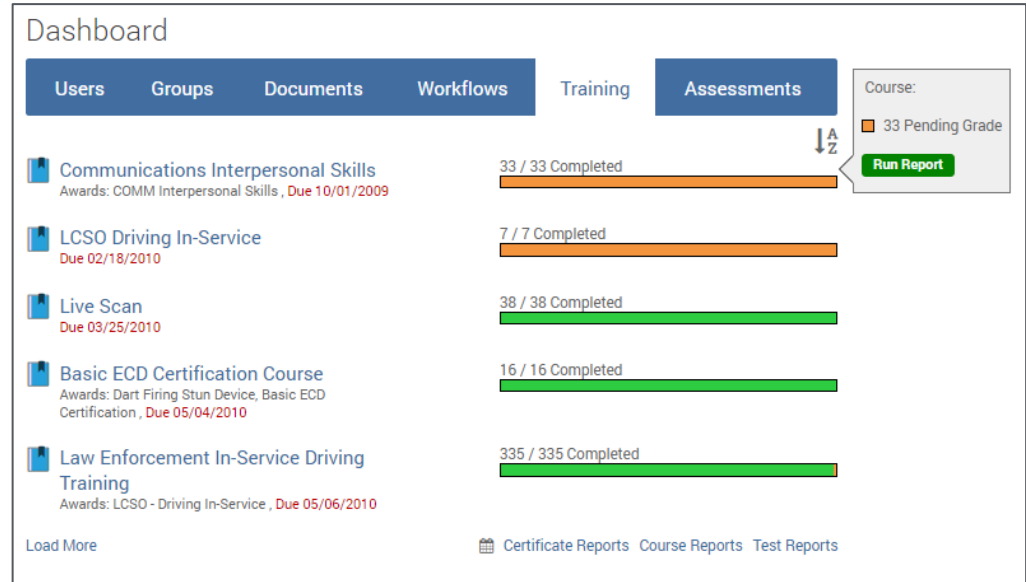
Browse

Next

Admin Dashboards

Custom admin-dashboards
based on top concerns.

Keep informed of key areas,
staff, or groups that are falling
behind.



Reports & Records

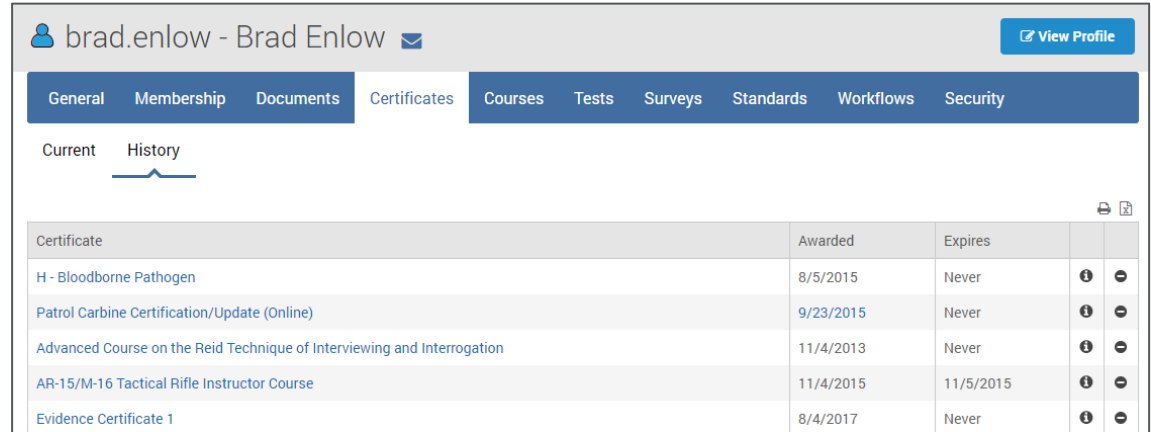
Run **advanced reports** on assets, courses, tests, & surveys.

Centralize all **employee records** into a single platform.

The screenshot displays the 'Report Builder' interface. At the top, there is a navigation bar with tabs: Documents, Certificates, Courses, Standards, Tests, Surveys, Users, Content Hub, and Analytics (marked as beta). Below this, the 'Report Type' section on the left lists several report categories with radio button selections: Student Records (selected), Credit Hour Summary, Attendance Summary, Course Summary, Instructor Credit Hours, Instructor Sections, and Fees Summary. To the right of the 'Report Type' section is an 'Add Criteria' section. This section contains several filter fields: 'Course' (dropdown), 'Course Type' (dropdown), 'Status' (checkboxes for Pass, Fail, In Progress, Pending Grade, Pending Approval, and Not Started), 'Started Date Range' (date pickers), 'Completed Date Range' (date pickers), 'Show Recordless Users' (checkbox), 'User' (dropdown), 'Location' (dropdown), 'Job Title' (dropdown), 'Member of Group' (dropdown), 'Include Archived Users' (checkbox), and 'Tagged With' (dropdown). At the bottom right of the 'Add Criteria' section are two buttons: 'View' and 'Download'.

Employee Profiles

Quickly access & download
**current & past employee
records** across all categories in
a central location.



The screenshot shows the 'Certificates' tab for the user 'brad.enlow - Brad Enlow'. The interface includes a top navigation bar with tabs for General, Membership, Documents, Certificates, Courses, Tests, Surveys, Standards, Workflows, and Security. Below this, there are sub-tabs for 'Current' and 'History'. The 'Current' tab is active, displaying a table of certificates. The table has columns for 'Certificate', 'Awarded', 'Expires', and two columns for actions (represented by icons). The certificates listed are: 'H - Bloodborne Pathogen' (Awarded 8/5/2015, Expires Never), 'Patrol Carbine Certification/Update (Online)' (Awarded 9/23/2015, Expires Never), 'Advanced Course on the Reid Technique of Interviewing and Interrogation' (Awarded 11/4/2013, Expires Never), 'AR-15/M-16 Tactical Rifle Instructor Course' (Awarded 11/4/2015, Expires 11/5/2015), and 'Evidence Certificate 1' (Awarded 8/4/2017, Expires Never).

Certificate	Awarded	Expires		
H - Bloodborne Pathogen	8/5/2015	Never	📄	⌵
Patrol Carbine Certification/Update (Online)	9/23/2015	Never	📄	⌵
Advanced Course on the Reid Technique of Interviewing and Interrogation	11/4/2013	Never	📄	⌵
AR-15/M-16 Tactical Rifle Instructor Course	11/4/2015	11/5/2015	📄	⌵
Evidence Certificate 1	8/4/2017	Never	📄	⌵

Feature Overview



Content Management

- Centralize & Organize
- Version Control
- Search & Security
- Distribution & Signature
- Knowledge Testing
- Email & Mobile Alerts
- Custom Workflows
- Review-Cycles
- Connected content
- Unlimited Archiving
- Admin Dashboards
- Advanced Reporting
- Employee Profiles

Training Management

- E-Courses
- Field Training
- Classroom Training
- Training Requests
- Cert/Qual Tracking
- Equipment Tracking
- Training Hours
- Tests & Surveys
- Dashboards & Reports

Public Transparency

- Website Linking
- Folder Tree View
- Auto Updating
- Direct Control
- No Gatekeepers

Accreditation

- Link Policies
- Attach Proofs
- Highlight sections
- Schedule Tasks
- Set Statuses
- Run Reports
- Conduct Assessments

Technical Highlights



- Supports Word, Excel, PowerPoint, PDF, Images/Videos
- Unlimited Storage
- Access from any internet-enabled device
- Free Mobile Apps - iOS & Android
- Active Directory integration for authentication of user/group management
- Single-Sign-On capabilities (add-on option)
- Multi-geographic, U.S.-based data centers powered by Amazon Web Services GovCloud (US)
- Full disaster recovery processes including real-time replication to failover production site
- Production infrastructure housed in SOC2 assessed data centers
- CJIS & HIPAA Policy Compliance

PowerDMS™

Customer Success

At PowerDMS, helping you achieve your business goals is our top concern. That's why instead of having a **customer service department**, we employ a Customer Success Team dedicated to ensuring your success.

PowerDMS Support - Unlimited / Ongoing

- Unlimited project-management & training via dedicated Customer Success Advisor
- Unlimited technical resources to assist with content import, user/group sync, etc
- Unlimited Access to PowerDMS University - focused training courses
- Unlimited Access to PowerDMS Success Communities
- Unlimited access to our in-house Customer Support Desk





PowerDMS®

Public Works

DATE: 2/14/2022

MEMO: 2022-09

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co Inc. for 2022 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2022-23

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2022 Annual Valve & Hydrant Replacement Project, City Project 2022-23, to Burdick Plumbing & Heating Co Inc. as the lowest responsive and responsible bidder in the amount of \$311,222.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Project Description

The 2022 Annual Valve & Hydrant Replacement Project will replace one 20" valve that has failed. Non-operable valves and hydrants reduce the redundancy and reliability of the water system and will require larger customer outages during main failures or emergencies. The project will also install 23 new fire hydrants mostly in newly annexed areas that currently do not have the recommend hydrant spacing for fire protection. Years ago when the water mains were installed outside City limits, fire protection considerations were not included in project designs.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, January 12, 2022, and bids were opened on Wednesday, February 9, 2022. The results from the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	Compared to Engineer's Est. <u>Over/-Under</u>

Burdick Plumbing & Heating Co Inc.	\$311,222.00	(-35.30%)
A&R Services, Inc.	\$370,587.87	(-22.95%)
Kinney Contractors	\$441,965.00	1.80%
Entler Excavating Co., Inc.	\$597,060.00	24.13%
Engineer's Estimate	\$480,988.00	-----

Four contractors took out bid packages and four contractors submitted a bid proposal for the project. Burdick Plumbing & Heating Co Inc. provided the lowest responsive and responsible bid at 35.30% below the Engineer's Estimate. The bid received is reasonable for the required work.

Burdick Plumbing & Heating Co Inc. has successfully completed several projects for the City. Staff recommends that the City Council approve a contract with Burdick Plumbing & Heating Co Inc. to perform the 2022 Annual Valve & Hydrant Replacement Project.

MINORITY PARTICIPATION GOALS:

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

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

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

Subcontracting is not required for a City project. Burdick will self-perform an estimated 78% of the contract and subcontract 22% of the work for trucking, materials, and cleanup with 22% planned to be performed by Minority Business Enterprises complying with the City's MBE goals.

SCHEDULE:

Work on this project is expected to begin in late summer with a completion date in December 2022. The valve and hydrant lead times are currently 4 to 6 months due to material shortages.

PRIOR COUNCIL ACTION:

The 2022 Capital Improvements Plan included an allocation of funds for this project. The valve and hydrant replacement project is an annual project issued by the City.

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

INPUT FROM OTHER SOURCES:

None

LEGAL REVIEW: The project plans and specifications were reviewed by Legal Counsel on December 28, 2021.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Water Non-Lake Capital Fund which is supported by water fees. The total project cost is \$311,222.00.

Staff Impact: Staff time has been allocated for this project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc.	Resolution Letter
Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH BURDICK PLUMBING & HEATING CO INC. FOR 2022
ANNUAL VALVE AND HYDRANT REPLACEMENT PROJECT, VARIOUS
LOCATIONS
CITY PROJECT 2022-23**

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

Section 1. That the tabulation of bids received for City Project 2022-23, 2022 Valve and Hydrant Replacement Project, Various Locations, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing & Heating Co Inc., in the amount of \$311,222.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing & Heating Co Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$311,222.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 22nd day of February 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PROJECT MANUAL

2022 VALVE & HYDRANT REPLACEMENT PROJECT VARIOUS LOCATIONS

CITY PROJECT 2022-23

January 2022

A project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT**

**1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR
2022 VALVE & HYDRANT REPLACEMENT PROJECT
CITY PROJECT 2022-23

CITY COUNCIL

Julie Moore Wolfe
Mayor

Ed Culp
Dave Horn
Lisa Gregory

Chuck Kuhle
Dennis Cooper
Bill Faber

Scot Wrighton City Manager
Wendy Morthland Corporation Counsel
Kim Althoff.....City Clerk
Gregg Zientara City Treasurer
Matt Newell Director of Public Works

CITY OF DECATUR
2022 VALVE & HYDRANT REPLACEMENT PROJECT
VARIOUS LOCATIONS
CITY PROJECT 2022-23

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City of Decatur Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 AM, February 3, 2022**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2022 VALVE & HYDRANT REPLACEMENT PROJECT VARIOUS LOCATIONS

CITY PROJECT 2022-23

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

Replacing a 20" valve and installing approximately 23 new fire hydrants on existing watermain at various locations within the City.

The work also includes items of pavement and landscape restoration, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **Wednesday, January 19th, 2022 at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project.** To join the Conference call, please call **1-888-450-5996**. When prompted please enter the passcode **133891**.
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

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

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

ADVERTISEMENT FOR BIDS

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

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

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

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

REJECTION OF BIDS:

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

January 12, 2022
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2022 Valve & Hydrant Replacement Project**

City Project No.: **2022-23**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

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

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

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

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

- C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
 - D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

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

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

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

- vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

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

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

- iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2022 Valve & Hydrant Replacement Project**
City Project No.: **2022-23**
Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum #	Dated	Initial
Addendum 1	1/26/2022	
Addendum 2	2/1/2022	

The undersigned Bidder expressly agrees to the following provisions:

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

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

	SUBCONTRACTOR	TYPE OF WORK
1.	Marenco Enterprises	Trucking, rock, seeding & grading,
2.		material supplier
3.		
4.		

DATE February 9, 2022

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business & E-mail
Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business & E-mail
Addresses

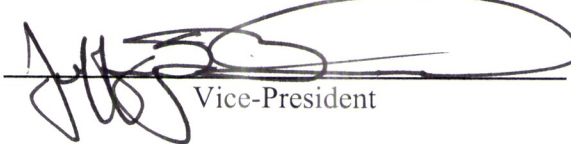
Names of All Members of
Firm

(If a Corporation)
Corporate Name

Burdick Plumbing & Heating Co Inc.

(SEAL)

By:


Vice-President

Business & E-mail
Addresses

1175 N. 20th P.O. Box 496 Decatur, IL 62525

jeff@burdickplumbing.com

Names of Officers

Douglas W. Burdick

President

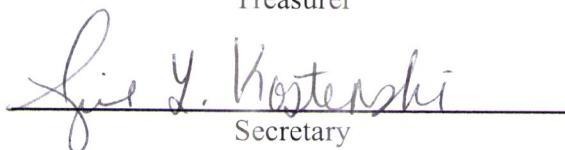
April L. Kostenski

Secretary

—

Treasurer

Attest:


Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2022 VALVE & HYDRANT REPLACEMENT PROJECT
CITY PROJECT 2022-23

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
56103000	6 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	240	\$40.00	\$9,600.00
56103510	20 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	20	\$125.00	\$2,500.00
56105410	20 INCH SIDE OPERATOR VALVE, MJ, W/2 VALVE BOXES	EACH	1	\$26,000.00	\$26,000.00
56103001	20 INCH SLEEVES, MJ, OVERSIZED CAST AND EXTRA LONG	EACH	2	\$1,750.00	\$3,500.00
56104310	20 INCH GRIP RING ACCESSORY KITS	EACH	6	\$600.00	\$3,600.00
X5610760	20 INCH LINE STOP	EACH	1	\$20,500.00	\$20,500.00
56109200	16 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EACH	2	\$4,000.00	\$8,000.00
56109100	12 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EACH	9	\$3,500.00	\$31,500.00
56108900	8 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EACH	6	\$3,250.00	\$19,500.00
56108800	6 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EACH	3	\$3,000.00	\$9,000.00
56100050	6 INCH TEE, MJ	EACH	2	\$750.00	\$1,500.00
X5610646	6 INCH PLUG, MJ	EACH	2	\$300.00	\$600.00
X1200020	6 INCH SLEEVE, MJ	EACH	3	\$400.00	\$1,200.00
56103001	6 INCH GRIP RING ACCESSORY KITS	EACH	62	\$100.00	\$6,200.00
X0100017	6 INCH ANCHOR COUPLINGS	EACH	23	\$500.00	\$11,500.00
56400600	FIRE HYDRANT, 4.5' BURY	EACH	12	\$3,000.00	\$36,000.00
56400605	FIRE HYDRANT, 5.0' BURY	EACH	9	\$3,250.00	\$29,250.00
56400610	FIRE HYDRANT, 5.5' BURY	EACH	2	\$3,500.00	\$7,000.00

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
20200100	EXCAVATE VALVE ON GROVE ROAD WITH NEW VALVE BOX	EACH	1	<u>\$1,500.00</u>	<u>\$1,500.00</u>
20800150	TRENCH BACKFILL	CU YDS	30	<u>\$100.00</u>	<u>\$3,000.00</u>
25000100	SEEDING, CLASS 1 LAWN MIXTURE 100 LB/ ACRE	LB	10	<u>\$86.00</u>	<u>\$860.00</u>
25000500	PHOSPHORUS FERTILIZER MIXTURE 90 LB/ ACRE	LB	9	<u>\$5.00</u>	<u>\$45.00</u>
25000600	POTASSIUM FERTILIZER MIXTURE	LB	9	<u>\$5.00</u>	<u>\$45.00</u>
25000400	NITROGEN FERTILIZER MIXTURE	LB	9	<u>\$5.00</u>	<u>\$45.00</u>
25100105	MULCH, METHOD 2, 2 TONS / ACRE	LB	400	<u>\$6.75</u>	<u>\$2,700.00</u>
X0327678	EXPLORATION EXCAVATIONS	EACH	10	<u>\$500.00</u>	<u>\$5,000.00</u>
70102620	TRAFFIC CONTROL	LSUM	1	<u>\$4,000.00</u>	<u>\$4,000.00</u>
67100100	MOBILIZATION	LSUM	1	<u>\$17,077.00</u>	<u>\$17,077.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1	<u>\$50,000.00</u>	<u>\$50,000.00</u>
TOTAL BID					<u>\$311,222.00</u>

TOTAL BID IN WORDS Three Hundred Eleven Thousand Two Hundred Twenty
Two Dollars and 00/100



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	February 9, 2022	Project Title:	2022 Valve & Hydrant Replacement Project	
Total Contract Value:	\$311,222.00	Project Number:	2022-23	

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co In.

Address: 1175 N. 20th P.O. Box 496
Decatur, IL 62525

Phone: 217-429-2385

Contact Person: Jared Burdick

Email: jared@burdickplumbing.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Marenco Enterprises	MBE	\$67,000.00	22%	Trucking, rock, seeding & grading, material supplier
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Marenco Enterprises	Phone/E-mail	Bidding

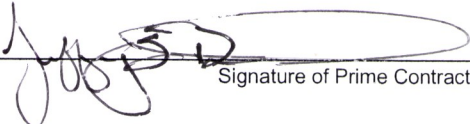
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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



Signature of Prime Contractor

2/9/2022

Date



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

**RETURN WITH BID WHEN
REQUIRED**

**Minority Business Enterprise
Participation Waiver Request**

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

We hereby request to waive all of the Minority Business Enterprise (MBE) participation goals on the above named project for the following reason(s). The firm further affirms that the stated reasons and documents provided are true and correct and not misleading.

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

☐	An insufficient number of MBEs responded to our invitation to bid. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting opportunities exist. (Attach explanation)
☐	The award of subcontract(s) is impracticable. (Attach explanation)

Signature of Prime Contractor

Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

REVIEWED BY:

Public Works Director

Date



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No	% of Total Contract:		

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date



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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	2/09/2022	Project Title:	2022 Valve + Hydrant Replacment Project
Total Contract Value:	\$ 311,222.00	Project Number:	2022-23

Section I: MBE Subcontractor Information

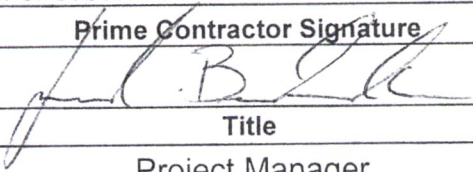
Subcontractor:	Marenco Enterprises
Address:	3490 Leghorn Rd.
	Clinton, IL 61727
Phone:	(217) 693-2484
Contact Person:	Mirna Willoughby
Email:	mirna.marenco.ent@gmail.com

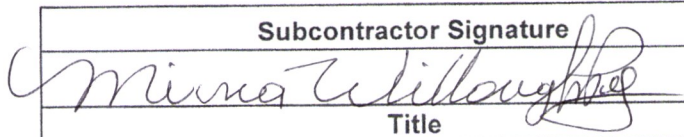
Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking - Spoils + Rock	\$67,000.00	22%
Rough/Final Grading + Seeding		
Material Supplier		

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

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

Prime Contractor Signature	Print
	Jared Burdick
Title	Date
Project Manager	2/02/2022

Subcontractor Signature	Print
	Mirna Willoughby
Title	Date
President	2/02/2022



Final Subcontractor Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

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

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

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

Signature of Prime Contractor

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

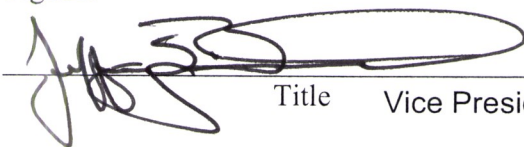
STATE OF Illinois)

) ss

COUNTY OF Macon)

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

Signed:

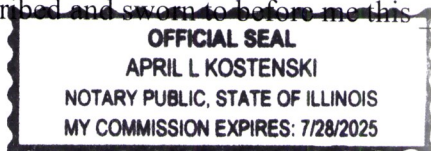

Title Vice President

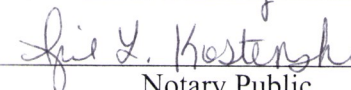
Subscribed and sworn to before me this

7th

day of February, 2022.

(SEAL)




Notary Public

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



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Burdick Plumbing & Heating Co. Inc.
P O Box 496
Decatur IL 62525

Surety:

(Name, Legal Status and Principal Place of Business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183-6014

Owner:

(Name, Legal Status and Address)

City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

Bond Amount: Ten percent of bid

Project:

(Name, location or address, and Project number, if any)

2022 Valve & Hydrant Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 3rd day of February, 2022

Julia Kostenski
(Witness)

Catherine R Ater
(Witness)

Burdick Plumbing & Heating Co. Inc.
(Contractor as Principal) (Seal)

[Signature]
(Title) V. President

Travelers Casualty and Surety Company of America
(Surety) (Seal)

[Signature]
(Title) Blake E Allson Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 3rd day of February, 2022 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,
personally appeared Blake E Allison

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument
in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine Later

(Notary Public)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Blake E. Allison** of **FORSYTH**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **February**, **2022**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No	% of Total Contract:		

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date



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

Final Subcontractor Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

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

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

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

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 22nd day of February, 2022, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Burdick Plumbing & Heating Co., Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2022 Valve & Hydrant Replacement Project, City Project 2022-23"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by December 16, 2022.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No. 1, Dated 1/26/22 &
No. 2, Dated 2/1/22

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

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

BURDICK PLUMBING & HEATING
CO., INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2022 VALVE & HYDRANT REPLACEMENT PROJECT

Project Number 2022-23

We, BURDICK HEATING AND PLUMBING CO., INC

1175 N. 20th St., Decatur, IL 62521

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

as PRINCIPAL, and _____

_____ as SURETY,

Three Hundred Eleven Thousand, Two Hundred Twenty-Two Dollars and 00/100-----

----- Dollars (\$311, 222.00), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022

PRINCIPAL

Burdick Plumbing & Heating Co. Inc. _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____
Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____
Notary Public (SEAL)

CITY OF DECATUR

Approved this 22nd day of February, A.D. 2022

Attest:

Kim Althoff, City Clerk _____ City Council _____
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

2022 Valve and Hydrant Replacement Project
City Project 2022-23
January 26, 2022

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2022 VALVE AND HYDRANT REPLACEMENT PROJECT
CITY PROJECT 2022-23
DATED JANUARY, 2022**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated January 26, 2022, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

- 1.02 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on January 19, 2022.

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

END OF ADDENDUM NO. 1

City Engineer:  Date: January 26, 2022

Pre-bid Meeting Minutes
for
**Valve and Hydrant Replacement Project
City Project 2022-23**

Conference Call
10:00 a.m. Wednesday, January 19, 2022

I. Introductions

Paul Caswell Provided introductions

II. Project Review

The Project consist of replacing a 20” valve and installing approximately 23 new fire hydrants on existing watermain at various locations within the City. The work also includes items of pavement and landscape restoration, and traffic control.

III. Minority Participation Goals for Public Works Projects

A. Policy

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

The City requires that general contractors show good faith efforts to meet the City’s goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, and 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed

B. Definitions

The Prospective bidders are directed to the attached handout that provides an excerpt of the State’s definition of a minority.

C. Project Goals and Good Faith Efforts

- a. Minority Business Enterprise Goal: Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to “actively and aggressively” seek the participation of MBE or minority workers. It is expected that a demonstration of “active” and “aggressive” will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be

subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

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

*The City **does not** require documented contacts for the purchase of goods, materials and equipment.*

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

- b. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- c. Minority Workers Goal: 18% total hours worked should be performed by minority workers.
 - i. tracks this goal through ePrismSoft and prevailing wage reports when required.

- IV. Detailed Project Requirements
 - A. Hydrant Lead Time – need to order early
 - B. Traffic control – traffic control requirement

- V. Other Items

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

End Meeting 10:25 AM

Pre-Bid Sign-In Sheet

2022 Valve & Hydrant Replacement Project Various Locations

Wednesday, January 19, 2022, Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Katie Kinney	Kinney Contractors	217-229-3322	P
Email: Kinney@Roadbuilder.com			C X
2) Jared Burdick	Burdick Plumbing	217-429-2385	P
Email: Jared@burdickplumbing.com			C X
3) Shelina Mullen	Thornton Rave Construction	217-904-9910	P
Email: admin@thorntonraveconstruction.com			C x
4) Brian Banks	Agile Supply Company	312-972-5551	P
Email: bryan.banks@agilesupplycompany.com			C
5) Justin Widner	A&R Mechanical	217-367-4227	P
Email: rjones@ar-mech.com			C
6) Jeff Entler	Entler Excavating	217-428-1865	P
Email: Entler@comcast.net			C
7)			P
Email:			C
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

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

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

- ix. If an MBE is rejected, **providing sound reasons for rejection** based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; **[This is provided through Prevailing Wage Documentation]**
 - xi. All other good faith efforts or **evidence of due diligence** to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

2022 Valve and Hydrant Replacement Project
City Project 2022-23
February 1, 2022

ADDENDUM NO. 2

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2022 VALVE AND HYDRANT REPLACEMENT PROJECT
CITY PROJECT 2022-23
DATED JANUARY, 2022**

AD-2-1 NOTICE

- 1.01 This Addendum No. 2 dated February 1, 2022, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-2-2 ADVERTISEMENT FOR BIDS

- 1.02 ~~Remove~~ and **Replace** the following to TIME AND PLACE OF OPENING BIDS:

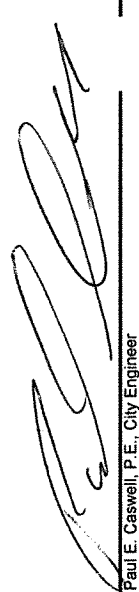
Sealed proposals for the improvement described herein will be received at the City Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 A.M., Thursday, February 3rd, Wednesday, February 9th, 2022**, and thereafter publicly opened and read.

Please make the proper acknowledgment of **addenda #2** on your bidding documents.

END OF ADDENDUM NO. 2

City Engineer:  Date: February 1, 2022

Project Name: 2022 VALVE & HYDRANT REPLACEMENT PROJECT Project Number: 2022-23				Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating Co Inc. 1175 N. 20th P.O. Box 496 Decatur, IL 62525		A&R Services, Inc. 711 Kettering Park Dr. Urbana, IL 61801		Kinney Contractors, Inc. 19342 E. Frontage Rd. Raymond, IL 62560-5061		Entler Excavating Co. Inc. 819 North Sunnyside Rd Decatur, IL 62522	
Bld Date: FEBRUARY 9, 2022 Time: 10:00 A.M. Fund: Water Non-Lake Capital Fund Organization Code: 81808118 Object Code: 488800				Quantity		Unit Price		Total		Unit Price		Total	
Item Number	Pay Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
56103000	6 INCH POLYWRAPPED D.I.P. WATER MAIN	FT	240	\$45.00	\$10,800.00	\$40.00	\$9,600.00	\$195.62	\$46,948.80	\$110.00	\$26,400.00	\$75.00	\$18,000.00
56103510	20 INCH POLYWRAPPED D.I.P. WATER MAIN	FT	20	\$190.00	\$3,800.00	\$125.00	\$2,500.00	\$296.48	\$5,929.60	\$425.00	\$8,500.00	\$395.00	\$7,900.00
56105410	20 INCH SIDE OPERATOR VALVE, MJ, W/2 VALVE BOXES	EA	1	\$24,000.00	\$24,000.00	\$26,000.00	\$26,000.00	\$25,145.74	\$25,145.74	\$26,700.00	\$26,700.00	\$28,000.00	\$28,000.00
56103001	20 INCH SLEEVES, MJ, OVERSIZED CAST AND EXTRA LONG	EA	2	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$1,212.65	\$2,425.30	\$1,700.00	\$3,400.00	\$5,900.00	\$11,800.00
56104310	20 INCH GRIP RING ACCESSORY KITS	EA	6	\$2,800.00	\$16,800.00	\$600.00	\$3,600.00	\$3,237.24	\$19,423.44	\$675.00	\$4,050.00	\$1,400.00	\$8,400.00
X5610760	20 INCH LINE STOP	EA	1	\$24,000.00	\$24,000.00	\$20,500.00	\$20,500.00	\$13,746.31	\$13,746.31	\$18,500.00	\$18,500.00	\$15,500.00	\$15,500.00
56109200	16 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EA	2	\$12,000.00	\$24,000.00	\$4,000.00	\$8,000.00	\$4,986.94	\$9,973.88	\$6,250.00	\$12,500.00	\$19,500.00	\$39,000.00
56109100	12 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EA	9	\$8,000.00	\$72,000.00	\$3,500.00	\$31,500.00	\$4,634.81	\$41,713.29	\$6,175.00	\$55,575.00	\$8,000.00	\$72,000.00
56108900	8 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EA	6	\$7,500.00	\$45,000.00	\$3,250.00	\$19,500.00	\$4,221.55	\$25,329.30	\$6,000.00	\$36,000.00	\$7,000.00	\$42,000.00
56108800	6 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	EA	3	\$7,500.00	\$22,500.00	\$3,000.00	\$9,000.00	\$4,052.39	\$12,157.17	\$5,850.00	\$17,550.00	\$6,000.00	\$18,000.00
56100050	6 INCH TEE, MJ	EA	2	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$265.67	\$531.34	\$600.00	\$1,200.00	\$900.00	\$1,800.00
5610646	6 INCH PLUG, MJ	EA	2	\$250.00	\$500.00	\$300.00	\$600.00	\$67.62	\$135.24	\$2,500.00	\$5,000.00	\$600.00	\$1,200.00
X1200020	6 INCH SLEEVE, MJ	EA	3	\$800.00	\$2,400.00	\$400.00	\$1,200.00	\$188.72	\$566.16	\$1,175.00	\$3,525.00	\$600.00	\$1,800.00
56103001	6 INCH GRIP RING ACCESSORY KITS	EA	62	\$300.00	\$18,600.00	\$100.00	\$6,200.00	\$137.09	\$8,499.58	\$50.00	\$3,100.00	\$250.00	\$15,500.00
X0100017	6 INCH ANCHOR COUPLINGS	EA	23	\$1,200.00	\$27,600.00	\$500.00	\$11,500.00	\$199.02	\$4,577.46	\$610.00	\$14,030.00	\$500.00	\$11,500.00
56400600	FIRE HYDRANT, 4.5' BURY	EA	12	\$3,500.00	\$42,000.00	\$3,000.00	\$36,000.00	\$4,068.17	\$48,818.04	\$5,100.00	\$61,200.00	\$5,900.00	\$70,800.00
56400605	FIRE HYDRANT, 5.0' BURY	EA	9	\$4,000.00	\$36,000.00	\$3,250.00	\$29,250.00	\$4,093.00	\$36,837.00	\$5,450.00	\$49,050.00	\$6,000.00	\$54,000.00
56400610	FIRE HYDRANT, 5.5' BURY	EA	2	\$4,500.00	\$9,000.00	\$3,500.00	\$7,000.00	\$4,277.65	\$8,555.30	\$5,650.00	\$11,300.00	\$6,100.00	\$12,200.00
20200100	EXCAVATE VALVE ON GROVE ROAD WITH NEW VALVE BOX	EA	1	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$702.02	\$702.02	\$2,800.00	\$2,800.00	\$3,500.00	\$3,500.00
20800150Q	TRENCH BACKFILL	CU YDS	30	\$36.00	\$1,080.00	\$100.00	\$3,000.00	\$140.18	\$4,205.40	\$85.00	\$2,550.00	\$100.00	\$3,000.00
25000100	SEEDING, CLASS 1 LAWN MIXTURE 100 LB/ ACRE	LB	10	\$20.00	\$200.00	\$86.00	\$860.00	\$157.77	\$1,577.70	\$125.00	\$1,250.00	\$300.00	\$3,000.00
25000500	PHOSPHORUS FERTILIZER MIXTURE 90 LB/ ACRE	LB	9	\$4.00	\$36.00	\$5.00	\$45.00	\$5.22	\$46.98	\$40.00	\$360.00	\$80.00	\$720.00
25000600	POTASSIUM FERTILIZER MIXTURE	LB	9	\$4.00	\$36.00	\$5.00	\$45.00	\$5.22	\$46.98	\$40.00	\$360.00	\$80.00	\$720.00
25000400	NITROGEN FERTILIZER MIXTURE	LB	9	\$4.00	\$36.00	\$5.00	\$45.00	\$5.22	\$46.98	\$40.00	\$360.00	\$80.00	\$720.00
25100105	MULCH, METHOD 2, 2 TONS / ACRE	EA	400	\$1.00	\$400.00	\$6.75	\$2,700.00	\$2.22	\$888.00	\$6.00	\$2,400.00	\$15.00	\$6,000.00
X0327678	EXPLORATION EXCAVATIONS	EA	10	\$1,500.00	\$15,000.00	\$500.00	\$5,000.00	\$885.76	\$8,857.60	\$2,000.00	\$20,000.00	\$2,000.00	\$20,000.00
70102620	TRAFFIC CONTROL	LUMP SUM	1	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$3,500.72	\$3,500.72	\$23,000.00	\$23,000.00	\$30,000.00	\$30,000.00
67100100	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$17,077.00	\$17,077.00	\$5,588.74	\$5,588.74	\$29,000.00	\$29,000.00	\$50,000.00	\$50,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LUMP SUM	1	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BIDS (AS CORRECTED)				\$480,988.00		\$311,222.00		\$370,587.87		\$489,660.00		\$597,060.00	
Percent Over Under ENGINEER'S ESTIMATE				-35.30%		-22.95%		1.80%		24.13%			




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

Date

DATE: 2/16/2022

MEMO: 2022-10

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with National Water Main Cleaning Co. for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01

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:

1. Accepting the bid and awarding the contract for the Ellen and Division Inflow and Infiltration Reduction Program to National Water Main Cleaning Co. as the lowest responsive and responsible bidder in the amount of \$5,829,926, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.
2. A Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) to provide construction related services for the Ellen and Division Basin Inflow and Infiltration Reduction Program for a total fee not to exceed \$147,430.

BACKGROUND:

Administrative Consent Order

In 2012, the United States Environmental Protection Agency (US EPA) served Decatur with a Compliance Order, under the Clean Water Act, requiring the City to eliminate wet weather overflows and wet weather basement backups. To respond to the Order, the City retained outside legal counsel with expertise and direct experience in the US EPA's administration of the Clean Water Act. With the assistance of outside counsel, the City Legal Department, and AECOM, extensive negotiations between the City and the US EPA resulted in the issuance of an Administrative Consent Order (ACO) that was greatly limited in scope compared to the initial

Compliance Order. The reduced scope was in large part due to the City's commitment to improving its sanitary sewer system, and its good faith approach to the negotiations with the US EPA.

The Administrative Consent Order's two major requirements included:

1. Development of a Capacity Management, Operations, and Maintenance (CMOM) program. The CMOM program provides a comprehensive review of the City's sewer collection system, including system management, maintenance, and capital improvement funding. The CMOM was approved by the USEPA on May 1, 2018 and the City has implemented the program.
2. Preparation of a Sewer Collection System Alternatives Analysis (SCSAA) for areas identified to be experiencing Sanitary Sewer Overflows (SSOs) and sewer back-ups during storm events. The analysis focused on efforts to keep storm water from entering into the separate sanitary sewer system and better manage stormwater entering the combined sewer system. To date, the City has made three revisions to this analysis in response to comments from the US EPA. This element of the ACO has yet to be approved.

US EPA Administrative Consent Order Status

The City submitted its third revision to the Sanitary Sewer Collection System Analysis (SCSAA) on November 30, 2017. The revised SCSAA identified four major areas of concern which the City would address through capital improvement projects: (see attached SCSAA Target Areas Location Map)

1. North Lost Bridge Area
2. Florian Avenue Area
3. Basin 5/6 Area (Grand / Rt.48)
4. Ellen / Division Area

The City has not received any correspondence regarding the SCSAA from the US EPA since the November 30, 2017 revision was submitted. The Consent Order originally required that all work be completed by December 31, 2020. The lack of response from the US EPA has delayed the City's progress in its sanitary sewer improvement work.

In the October 2020 study session focused on the storm and sanitary systems, the City Council directed City Staff to proceed with the Ellen and Division and Grand/Rt.48 (Basin 5/6) areas.

Ellen and Division Inflow and Infiltration (I&I) Program

The Ellen / Division Area was identified as a targeted I&I area during rainfall events that occurred during the preparation of the revised SCSAA. Rainwater induced sanitary sewer overflows persisted in the area despite increased sewer system cleaning and lining. An inflow and infiltration (I&I) study was completed to address these persistent overflows. The system was added to the list of target areas to be addressed by the City.

In early 2021 a professional services agreement was entered into with AECOM to provide bid specifications and plans to rehabilitate the Ellen and Division area sanitary sewers. The project consists of lining the public sewers, manholes and private laterals. The successful removal of I&I from the system depends on the rehabilitation of the private sewer laterals which can make up half

of the total length of the sewer system. The project will also include lining the sewer mains and manhole rehabilitation.

The goal is to remove enough wet weather flow from the system to eliminate overflows and basement backups in the sewer basin. If the project does not achieve a sufficient reduction, the next step is to design and construct wet weather storage facilities for the system to overflow into. Storage systems are expensive and ongoing maintenance is intensive. A practical approach to I&I reduction is always the first step in the process of addressing an overflowing sewer system.

The Ellen and Division Basin area is shown on the attached location map. The project includes approx. 23,100 feet of public sewer lining and 29,000 feet of private lateral lining. The contractor will be required to contact each property owner and execute an easement and release letter prior to completing the work on private property.

Public Letting Results

The project specifications were prepared by the AECOM and the Public Works Department. The project was advertised Wednesday, January 5, 2022, and bids were opened on Wednesday, February 9, 2022. The results from the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over/-Under</u>
National Water Main Cleaning Co	\$5,829,926.00	4.7%
BLD Services LLC	\$5,885,318.00	5.7%
Performance Pipelining	\$5,973,592.00	7.3%
Engineer's Estimate	\$5,567,235.00	-----

Twelve contractors took out bid packages and three contractors submitted a bid proposal for the project. All three of the major national private lateral lining companies submitted bids on the project. National Water Main Cleaning Co. provided the lowest responsive and responsible bid at 4.7% above the Engineer's Estimate. All the bids received were above the estimate, but all three bids are close to each other indicating that the bids are competitive and reasonable for the required work. It is not anticipated that a rebid of the project will provide better results unless the scope of work is reduced. It is more likely that a delay or rebid will increase the overall project cost as material and labor prices are continuing to increase on nearly a daily basis.

National Water Main Cleaning Co has not worked for the City in the past. National Water Main Cleaning Co. is a national private lateral lining company headquartered in Canton, Massachusetts and is a subsidiary to the Carylton Corporation. The Carylton Corporation has an Illinois subsidiary, National Power Rodding in Chicago, Illinois, that has worked for the City. AECOM has reviewed the bid and called references and recommends that the City proceed with the bid from National Water Main Cleaning Co. AECOM's letter of recommendation is attached. Staff recommends that the City Council approve the contract to perform the Ellen and Division Inflow and Infiltration Reduction Program.

Minority Participation Goals:

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

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

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

Subcontracting is not required for a City project. National Water Main Cleaning Co. will self-perform an estimated 66% of the contract and subcontract 34% of the work for manhole rehab, excavation work, material supply, and plumbing. National Watermain Cleaning Co. estimates that 20.6% will be performed by a Minority Business Enterprise complying with the City's MBE goals.

Professional Services Agreement for Construction Services

The City requested AECOM to provide a construction engineering services proposal to the City. The Agreement will provide project management and site visits while a city technician will provide the full-time inspection on the job. The agreement with AECOM will include the following work items.

1. Shop drawing, request for information, and change order review and recommendations.
2. Biweekly site visits.
3. Technical assistance.
4. Progress meeting attendance.

The cost for services for the construction phase is not to exceed \$147,430.

SCHEDULE: The notice to proceed will be awarded upon approval of the Council. The contractor has until October of 2023 to complete the work.

PRIOR COUNCIL ACTION:

See Appendix A.

POTENTIAL OBJECTIONS: None**INPUT FROM OTHER SOURCES:**

AECOM

LEGAL REVIEW: The Agreement was approved by the Legal Department on December 10, 2021.

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

item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The recommended low bid amount is \$5,829,926. Funding for the construction is proposed to be from the Sanitary Sewer Fund (\$2,829,926) and American Rescue Plan (\$3,000,000).

The FY 2022 Capital Improvement Plan included this work with a budget of \$5.3 million based on a preliminary estimate of cost. The 100% estimate of cost was adjusted to 5.6 million in early 2022. There are sufficient funds in the Sewer Fund to complete this project.

The proposed professional services agreement with AECOM, is for \$147,430. Funding for construction services is proposed to be from the Sanitary Sewer Fund.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with National Water Main Cleaning Co. for the Ellen and Division Inflow and Infiltration Reduction Program, CItY Project 2018-01	Resolution Letter
Appendix A	Backup Material
Location Maps	Backup Material
Bid Tab	Backup Material
Letter of Recommendation	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH NATIONAL WATER MAIN CLEANING CO. FOR THE
ELLEN AND DIVISION INFLOW AND INFILTRATION REDUCTION PROGRAM,
CITY PROJECT 2018-01**

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

Section 1. That the tabulation of bids received for City Project 2018-01, Ellen and Division Inflow and Infiltration Reduction Program, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of National Water Main Cleaning Co., in the amount of \$5,829,926.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and National Water Main Cleaning Co., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$5,829,926.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 22nd day of February 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PROJECT MANUAL

ELLEN AND DIVISION INFLOW AND INFILTRATION REDUCTION PROGRAM

CITY PROJECT 2018-01

January, 2022

a project of the



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

CITY OF DECATUR

ELLEN AND DIVISION INFLOW AND INFILTRATION REDUCTION
PROGRAM

Julie Moore Wolfe, Mayor

Dennis Cooper

Ed Culp

Bill Faber

Lisa Gregory

David Horn

Chuck Kuhle

Scot Wrighton..... City Manager
Wendy Morthland..... Corporation Counsel
Kim Althoff..... City Clerk
Gregg Zientara..... City Treasurer
Matthew NewellPublic Works Director

CITY OF DECATUR
ELLEN AND DIVISION INFLOW AND INFILTRATION
REDUCTION PROGRAM

CITY PROJECT 2018-01

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Appendix E Phase 1 Field Investigation Results
Appendix F Temporary Construction Easement and Release Form

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:30 A.M., Thursday, February 3rd, 2022**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

ELLEN AND DIVISION INFLOW AND INFILTRATION REDUCTION PROJECT

CITY PROJECT 2018-01

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

The furnishing of all necessary labor, equipment, and material for the rehabilitation of approximately 500 sanitary service laterals, 23,100 LF of 8-inch and 10-inch diameter mainline sanitary sewer, and approximately 63 manholes.

INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **Tuesday, January 18th, at 11:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturl.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturlblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:
 - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

REJECTION OF BIDS:

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

January 5, 2022
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **Ellen and Division Inflow and Infiltration Reduction Program**
City Project No.: **2018-01**
Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the Civic Center first floor meeting room.

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided and at no additional change in contract unit price.

INFORMATION FOR BIDDERS

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

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

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

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

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

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

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 - 1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **18%** of the total hours worked.
 - B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
 - C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
 - B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

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

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

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

- D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
(Amended, Ordinance No. 2020-124, August 3, 2020)

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

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

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

- viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

National Water Main Cleaning Co.
25 Marshall Street
Canton, MA 02021

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

City of Decatur
Civic Center, #1 Gary K. Anderson Plaza
Decatur, IL 62523

BOND AMOUNT: Ten Percent of the Total Amount Bid (10%)

PROJECT:

(Name, location or address, and Principal number, if any)

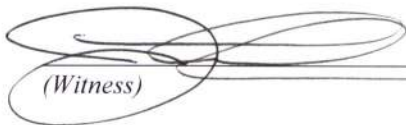
Ellen and Division Inflow and Infiltration Reduction Project
City Project 2018-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of February 2022


(Witness)

(Witness) Oscar F. Rincon

National Water Main Cleaning Co.
(Principal)

(Seal)

(Title) Executive Vice President

Travelers Casualty and Surety Company of America
(Surety)

(Seal)

(Title) Peter S. Forker, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of February, 2022.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 9th day of February, 2022, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Oscar F. Rincon
Notary Public in the State of Illinois
County of Cook



Peter S. Forker
Attorney-in-Fact/Construction Services
One Tower Square, Hartford, CT 06183
Telephone: (312) 294-5484
Email: peter_forker@ajg.com

February 3, 2022

City of Decatur
Civic Center, #1 Gary K. Anderson Plaza
Decatur, IL 62523

RE: National Water Main Cleaning Co.
25 Marshall Street
Canton, MA 02021

FOR: Ellen and Division Inflow and Infiltration Reduction Project
City Project 2018-01

To whom it may concern:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereby agrees if NATIONAL WATER MAIN CLEANING CO. is awarded the contract for the above captioned job, we will furnish the required Performance and Payment bond.

Very truly yours,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Peter S. Forker
Attorney-In-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of February, 2022



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

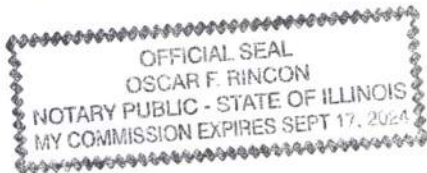
**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 3rd day of February, 2022, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Oscar F. Rincon
Notary Public in the State of Illinois
County of Cook

BID PROPOSAL
RETURN WITH BID

For Construction of: **Ellen and Division Inflow and Infiltration Reduction Program**
City Project No.: **2018-01**
Owner: **City of Decatur, Illinois**

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

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

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

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

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

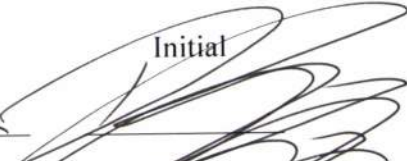
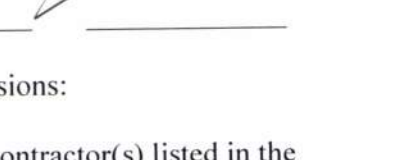
It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses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

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

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
<u>1</u>	<u>1/25/2022</u>	
<u>2</u>	<u>1/31/2022</u>	
<u>3</u>	<u>2/4/2022</u>	

The undersigned Bidder expressly agrees to the following provisions:

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

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

SUBCONTRACTOR	TYPE OF WORK
1. <u>Advanced Rehabilitation Technology</u>	<u>manhole rehabilitation</u>
2. <u>Entler Excavating Co. Inc.</u>	<u>Excavation Work</u>
3. <u>Solid Ground Solutions Inc.</u>	<u>Material Supply</u>
4. <u>D. Binder Mechanical, Inc.</u>	<u>Downspout and Sump Pump Work</u>

RETURN WITH BID

DATE February 7, 2022

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

National Water Main Cleaning Co. (SEAL)

By:

Dennis P. Sullivan Vice-President

Business Address &
E-mail Addresses

25 Marshall Street

Names of Officers

Canton, MA 02021

See Attached

President

Secretary

Treasurer

Attest:

Janet Myers
Secretary

BID PROPOSAL**RETURN WITH BID****CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS****for
ELLEN AND DIVISION INFLOW AND INFILTRATION
REDUCTION PROGRAM
CITY PROJECT 2018-01**

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	Cleaning and televising (mainline sanitary sewer, 8" and 10")	FT	23,100	\$10.40	\$240,240.00
2	Televising of sanitary sewer lateral	FT	29,000	\$17.50	\$507,500.00
3	Cleaning of sanitary sewer lateral	EA	500	\$2,500.00	\$1,250,000.00
4	Lateral reconnection (liner length less than or equal to 60.0 feet), 4-inch diameter	EA	221	\$3,750.00	\$828,750.00
5	Lateral reconnection (liner length 60.1 to 100.0 feet), 4-inch diameter	EA	134	\$3,750.00	\$502,500.00
6	Lateral reconnection (liner length greater than 100.0 feet), 4-inch diameter	EA	20	\$3,750.00	\$75,000.00
7	Lateral reconnection (liner length less than or equal to 80.0 feet), 6-inch diameter	EA	110	\$3,750.00	\$412,500.00
8	Lateral reconnection (liner length 80.1 to 100.0 feet), 6-inch diameter	EA	7	\$3,750.00	\$26,250.00
9	Lateral reconnection (liner length greater than 100.0 feet), 6-inch diameter	EA	8	\$3,750.00	\$30,000.00
10	Reinstatement for laterals that are not rehabilitated	EA	50	\$100.00	\$5,000.00
11	Credit for lateral reconnection at a manhole	EA	4	\$100.00	\$400.00
12	CIPP lateral liner, 4-inch diameter	FT	22,100	\$1.00	\$22,100.00
13	CIPP lateral liner, 6-inch diameter	FT	6,900	\$1.00	\$6,900.00
14	Protruding lateral cut-out	EA	25	\$200.00	\$5,000.00
15	Installation of mainline CIPP liner, 8- inch diameter	FT	18,200	\$30.00	\$546,000.00
16	Installation of mainline CIPP liner, 10- inch diameter	FT	4,900	\$30.00	\$147,000.00
17	Cured-in-place liner testing	EA	84	\$350.00	\$29,400.00
18	Traffic control (IL-48)	LS	1	\$15,000.00	\$15,000.00
19	Traffic control (Grand Avenue)	LS	1	\$15,000.00	\$15,000.00
20	Manhole Rehabilitation with Polymer Liner	VLF	180	\$300.00	\$54,000.00
21	Internal chimney seal	EA	53	\$690.00	\$36,570.00
22	Manhole lid and frame, new	EA	1	\$4,140.00	\$4,140.00
23	Manhole lid and frame, adjustment	EA	9	\$4,140.00	\$37,260.00

BID PROPOSAL

RETURN WITH BID

24	Replacement of a broken or missing cleanout cap	EA	35	\$818.00	\$28,630.00
25	Downspout disconnections	EA	10	\$2,000.00	\$20,000.00
26	Temporary construction easement	EA	500	\$200.00	\$100,000.00
27	Sump pump inspections	EA	285	\$150.00	\$42,750.00
28	Sump pump disconnections	EA	20	\$1,380.00	\$27,600.00
<u>Items When Ordered in Writing by Engineer During Construction</u>					
29	Dye testing	EA	20	\$750.00	\$15,000.00
30	Cleanout installed for lateral rehabilitation	EA	125	\$600.00	\$75,000.00
31	Cleanout installed for lateral replacement	EA	25	\$600.00	\$15,000.00
32	New lateral wye or tee connection with existing mainline sanitary sewer	EA	5	\$1,725.00	\$8,625.00
33	Repair cleanout (0-18-inches feet deep)	EA	5	\$2,185.00	\$10,925.00
34	Hot mix asphalt (HMA) restoration	TONS	50	\$694.00	\$34,700.00
35	Portland cement concrete sidewalk, 5-inch	SY	75	\$119.00	\$8,925.00
36	Portland cement concrete driveway, 6-inch	SY	75	\$185.00	\$13,875.00
37	Portland cement concrete roadway, 8-inch	SY	25	\$397.00	\$9,925.00
38	Concrete curb and gutter removal and replacement	FT	20	\$496.00	\$9,920.00
39	Seeding and topsoil restoration	SY	350	\$38.00	\$13,300.00
40	Saw cutting existing asphalt or concrete	FT	300	\$8.25	\$2,475.00
41	Trench backfill	CY	300	\$79.00	\$23,700.00
42	Chemical sealing, grout	EA	20	\$2,000.00	\$40,000.00
43	Point sewer repair, 4-inch diameter sewer or lateral	FT	90	\$250.00	\$22,500.00
44	Point sewer repair, 6-inch diameter sewer or lateral	FT	90	\$291.00	\$26,190.00
45	Point sewer repair, 8-inch diameter sewer or lateral	FT	42	\$397.00	\$16,674.00
46	Point sewer repair, 10-inch diameter sewer or lateral	FT	12	\$496.00	\$5,952.00
47	Excavation for point repair, 0-5.0 ft	EA	2	\$4,625.00	\$9,250.00
48	Excavation for point repair, 5.1-8.0 ft	EA	2	\$9,200.00	\$18,400.00
49	Excavation for point repair, >8 ft	EA	6	\$11,750.00	\$70,500.00

BID PROPOSAL**RETURN WITH BID**

50	Seal abandoned storm or sanitary connections at manholes	EA	3	\$1,200.00	\$3,600.00
51	Verification of existing foundation drain connection	EA	10	\$1,000.00	\$10,000.00
52	Alterations, cancellations, extensions, deductions and extra Work	LS	1		\$350,000

TOTAL BID \$5,829,926.00

TOTAL BID IN WORDS:

FIVE MILLION EIGHT HUNDRED TWENTY NINE THOUSAND NINE HUNDRED TWENTY SIX DOLLARS AND ZERO CENTS



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	2/7/2022	Project Title:	Ellen and Division Inflow and Infiltration Reduction Program
Total Contract Value:	5,829,926.00	Project Number:	2018-01

Section I: Prime Contractor Information

Prime Contractor: National Water Main Cleaning Co.

Address: 25 Marshall Street
Canton, MA 02021

Phone: 781-828-0863

Contact Person: Dennis P. Sullivan

Email: dennis@nwmcc-bos.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Advanced Rehabilitation Technology	NON-MBE	78,600. ⁰⁰	1.4%	manhole Rehabilitation
Entler Excavating Co. Inc.	NON-MBE	600,000. ⁰⁰	10.3%	Excavation Work
Solid Ground Solutions Inc.	MBE	1,200,000.00	20.6%	Material Supply
D. Binder Mechanical, Inc.	NON-MBE	97,875. ⁰⁰	1.7%	Downspout & Sump Pump Work
Totals		1,976,475. ⁰⁰	34.0%	

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Solid Ground Solutions, Inc.	1,200,000. ⁰⁰	20.6%	Material Supply
Totals	1,200,000. ⁰⁰	20.6%	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

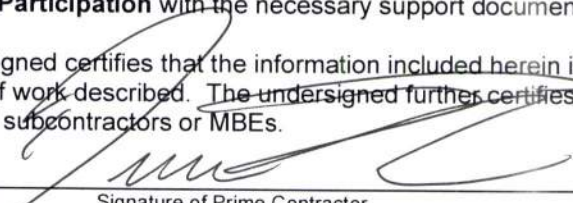
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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


Signature of Prime Contractor
Dennis P. Sullivan

February 7, 2022
Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	2/7/2022	Project Title:	Ellen and Duiston Inflow and Infiltration Reduction Program
Total Contract Value:	5,829,926.00	Project Number:	2018-01

Section I: Minority Business Enterprise (MBE) Information

Name: Solid Ground Solutions Inc

Address: 806 South 11th Street, Springfield, IL 62703

Phone: (217) 553-1081

Contact Person: William Bishop

Email: william@sgs-inc.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
<u>Material Supply</u>	<u>\$1,200,000.⁰⁰</u>	<u>20.6%</u>

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

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
	Dennis P. Sullivan
Title	Date
Executive Vice President	February 7, 2022

Minority Business Enterprise Signature	Print
	William Bishop IV
Title	Date
President / CEO	2/8/22

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Massachusetts

COUNTY OF Norfolk

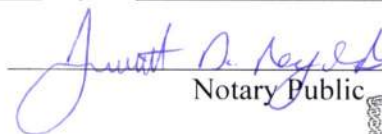
Dennis P. Sullivan, being first duly sworn, deposes and says that they are Exec. Vice President (sole owner, partner, president, secretary, etc.) of National Water Main Cleaning Co., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person,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

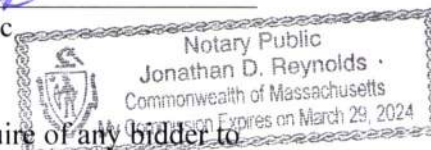
Signed:


Title
Dennis P. Sullivan
Executive Vice President

Subscribed and sworn to before me this 7 day of February, 2022.

(SEAL)


Notary Public



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

CERTIFICATE OF CORPORATE AUTHORITY

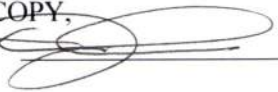
At a duly authorized meeting of the Board of Directors of National Water Main Cleaning Co.
(name of corporation)

held on October 31, 2021 Directors were present or waived notice, it was voted that Dennis P. Sullivan
(date)

Executive Vice President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution
of any contract or bond of obligation in this company's name on its behalf of such Executive Vice President
(OFFICER)
under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: 

Place of Business:

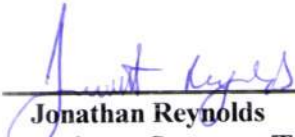
25 Marshall Street

Canton, MA 02021

I, Jonathan Reynolds hereby certify that I am the Assistant Secretary/Treasurer of National Water Main Cleaning Co.
(Title) (Name of Corporation)

that Dennis P. Sullivan is the duly elected Executive Vice President of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature:


Jonathan Reynolds

Name/Title:

Assistant Secretary/Treasurer

Date:

February 7, 2022

(Corporate Seal)



NATIONAL WATER MAIN CLEANING CO.

Specializing in today's needs for environmental protection.

1806 Newark Turnpike • Kearny, NJ 07032 • Phone: 973-483-3200 • Fax: 973-483-5065 • E-Mail: office@nwmcc.com
25 Marshall Street • Canton, MA 02021 • Phone: 781-828-0863 • Fax: 781-828-4397 • E-Mail: boston@nwmcc.com

List of Company Executives:

President:

Salvatore F. Perri
1806 Harrison Avenue
Kearny, NJ 07032

Executive Vice President:

James O. Iounsbury
1806 Harrison Avenue
Kearny, NJ 07032

Executive Vice President:

Dennis P. Sullivan
25 Marshall Street
Canton, MA 02021

Vice President:

Joseph Perone
1806 Harrison Avenue
Kearny, NJ 07032

Vice President:

Hercules Anastasiadis
25 Marshall Street
Canton, MA 02021

Secretary/Treasurer:

Raymond R. Lindsley
1806 Harrison Avenue
Kearny, NJ 07032

Assistant Secretary/Treasurer:

Jonathan Reynolds
25 Marshall Street
Canton, MA 02021

NWMCC Comprehensive Rehabilitation Job References:

Owner: Town of Dedham, MA
Contact: Jason L. Mammone, PE, Director of Engineering
Phone: 781.751.9350
Email: jmammone@dedham-ma.gov

Project Information

Name: Town of Dedham, MA Sewer On-call Services
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting
Contract Value:
2015-2019, \$3,755,000.00
2020-Current \$ 867,000.00 (3 Year Contract)

Owner: Town of Middletown, RI Engineering Department
Contact: Warren Hall, PE, Town Engineer
Phone: 401.418-0413
Email: whall@middletownri.com

Project Information

Name: Cured In Place Pipe Project – Commodore Perry (012-007), Easton's Point (014-002)
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting
Contract Value:
Contract MIDD 012-007: 2018-2021, \$3,572,700.00

Owner: City of Revere, MA
Contact: Nicholas J. Rystrom, PE, City Engineer
Phone: 781.286.8153
Email: nrystrom@revere.org

Engineer Consultant:

CDM-Smith
Contact: Steven R. Callahan, Senior Project Manager
Phone: 617.452.6719
Email: callahansr@cdmsmith.com

Project Information

Name: Sewer System Rehabilitation (Contract WW-001)
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs
Contract Value
Phase V: 2015-2016, \$6,650,000.00
Phase VI: 2016-2017, \$5,000,000.00
Phase VII: 2018-2019, \$1,731,000.00
Phase VIII: 2018-2019, \$1,675,000.00
Phase IX: 2019-2020, \$3,729,527.49
Phase X: 2020-2021, \$2,674,578.54
Phase XI: 2021-Current, \$3,011,012.00

Owner: Town of Saugus, MA
Contact: Brendan B. O'Regan, Director of Public Works
Phone: 781.231.4145
Email: boregan@saugus-ma.gov

Engineer Consultant:

CDM-Smith
Contact: Steven R. Callahan, Senior Project Manager
Phone: 617.452.6719
Email: callahansr@cdmsmith.com

Project Information

Name: Sewer System Rehabilitation
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs

Contract Value

2016, \$1,348,000.00 (Comprehensive)/\$254,905.00 (Lateral Lining)/\$223,350.00 (MH Rehab)
2018, \$417,700.00 (MH Rehab)
2019, \$817,859.00 (Lateral Lining)
2021, \$1,017,698.43 (Comprehensive)

Owner: Town of Lexington, MA

Engineer Consultant:

Weston & Sampson Engineers
Contact: Amanda Jett LeBlanc, PE
Phone: 978.818.9602
Email: JettLeBlanc.Amanda@wseinc.com

Project Information

Name: Phase 6 Sewer System Improvements
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs

Contract Value

2019, \$1,629,779.90 (Comprehensive)
2022, \$ 864,631.55 (Comprehensive – On going)

Owner: City of Cambridge, MA

Contact: Eric Breen - Engineer
Phone: 617.349.6954
Email: ebreen@cambridgema.gov

Project Information

Name: FY 19 sewer, stormwater and combined system trenchless lining and repair
Type of Rehabilitation: Main Line CIPP Lining, Excavated Point Repairs

Contract Value

2020 \$2,361,082.00
2021 \$1,967,490.25
2022 \$1,900,000.00 ON GOING

Owner: Town of Westwood, MA
Contact: Tod, Korchin, Director of Public Works
Phone: 781.251.2578
Email: tkorchin@town.westwood.ma.us

Engineer Consultant:

Environmental Partners Group
Contact: Ryan J. Paul, PE
Phone: 617.657.0200
Email: rjp@envpartners.com

Project Information

Name: Town of Westwood, MA FY17 Sewer System Rehabilitation
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,
Contract Value:
2017, \$ 500,000.00

Owner: Town of Hingham MA
Contact: Steve Dempsey, Sewer Supervisor
Phone: 781.741.1430
Email: dempseys@hingham-ma.gov

Engineer Consultant:

Weston and Sampson
Contact: Patrick M. Cotton
Phone: 978.532.1900
Email: cottonp@wseinc.com

Project Information

Name: Town of Hingham, MA On-call Sewer Services
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,
Main Line Grouting
Contract Value:
2014-2016, \$ 500,000.00
2020-2021, \$230,125.00

Owner: Town of Danvers, MA
Contact: Richard Rogers, PE, Town Engineer
Phone: 978.762.0254
Email: rrogers@danversma.gov

Project Information

Name: Town of Danvers, MA Comprehensive Sewer System Rehab
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,
Excavated Point Repairs
Contract Value:
2018-2019, \$450,000.00
2019-2020, \$526,800.00
2020, \$409,400.00
2021, \$346,100.00

Owner: Metropolitan District Commission

Project: Multiple Sewer Rehabilitation Projects – Metropolitan District Hartford CT

Contact: Jason Waterbury 860-278-7850 Ext. 3380 / Cell:860-209-8181

The Metropolitan District

555 Main Street, PO Box 800

Hartford, CT 06142

Email Address: jwaterbury@themdc.com

2009-2021 & On Going

Total I/I Rehabilitation Projects Value: 10,000,000 +



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

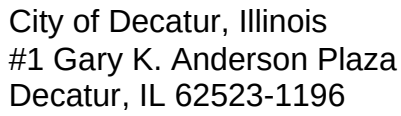
Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date



Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

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

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

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

☐	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 22nd day of February, 2022, by and between the City of Decatur, Illinois, hereinafter called "Owner", and National Water Main Cleaning Co., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01**", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by October, 1, 2023.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No. 1, Dated 1/25/22,
No. 2, Dated 1/31/22, No. 3, Dated
2/4/2022

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

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

NATIONAL WATER MAIN CLEANING CO.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project Ellen and Division Inflow and Infiltration Reduction Program

Project Number 2018-01

We, National Water Main Cleaning Co.

25 Marshall St, Canton, MA 02021

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

as PRINCIPAL, and _____

_____ as SURETY,

Five Million, Eight Hundred Twenty-Nine Thousand, Nine Hundred Twenty-Six Dollars and 00/100-----

----- Dollars (\$5,829,926.00). lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022

PRINCIPAL

National Water Main Cleaning Co. _____
(Company Name) (Company Name)

By: _____
(Signature & Title) (Signature & Title)

Attest: _____
(Signature & Title) (Signature & Title)

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

STATE OF _____,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____
Notary Public (SEAL)

SURETY

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

STATE OF _____, (SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____
Notary Public (SEAL)

CITY OF DECATUR

Approved this 22nd day of February, A.D. 2022

Attest:

Kim Althoff, City Clerk _____ City Council
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
ELLEN AND DIVISION INFLOW AND INFILTRATION
REDUCTION PROJECT
CITY PROJECT 2018-01
DATED JANUARY, 2022**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated January 25, 2022, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

- 1.02 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on January 18, 2022.

AD-1-2 Appendix A, Mainline CIPP Detailed Quantities

- 1.03 Add the attached Mainline CIPP Detailed Quantities to Appendix A – Sewer Collection System Drawings.

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

END OF ADDENDUM NO. 1

City Engineer:  Date: January 25, 2022

Appendix A - Addendum No 1					
Mainline CIPP Detailed Quantities					
	Pipe Segment ID	Pipe Length*	MH Upstream #	MH Downstream #	Pipe Diameter
1	9-31_9-30	409	9-31	9-30	10
2	9-32_9-31	385	9-32	9-31	8
3	10-32_10-22	400	10-32	10-22	8
4	10-33_10-25	300	10-33	10-25	8
5	10-34_10-24	379	10-34	10-24	8
6	10-35_10-36	148	10-35	10-36	8
7	10-36_10-37	93	10-36	10-37	8
8	9-37_9-29	391	9-37	9-29	8
9	10-37_10-39	515	10-37	10-39	8
10	9-38_9-39	298	9-38	9-39	8
11	10-38_10-29	243	10-38	10-29	8
12	9-39_9-40	315	9-39	9-40	8
13	10-39_10-41	378	10-39	10-41	8
14	9-40_9-31	392	9-40	9-31	10
15	10-40_10-30	376	10-40	10-30	8
16	9-41_9-40	385	9-41	9-40	8
17	10-41_10-40	21	10-41	10-40	8
18	10-42_10-41	92	10-42	10-41	8
19	10-43_10-45	430	10-43	10-45	8
20	10-45_10-47	349	10-45	10-47	8
21	10-47_10-48	353	10-47	10-48	8
22	10-48_10-42	208	10-48	10-42	8
23	9-56_9-37	383	9-56	9-37	8
24	9-57_9-56	283	9-57	9-56	8
25	9-58_9-57	356	9-58	9-57	8
26	9-59_9-40	371	9-59	9-40	10
27	9-60_9-59	300	9-60	9-59	10
28	9-64_9-59	333	9-64	9-59	8
29	9-65_9-64	402	9-65	9-64	8
30	9-70_9-64	314	9-70	9-64	8
31	9-70_9-98	331	9-70	9-98	8
32	9-11_9-10	62	9-11	9-10	10
33	9-12_9-11	409	9-12	9-11	8
34	9-13_9-12	407	9-13	9-12	8
35	9-14_9-13	383	9-14	9-13	8
36	9-29_9-11	374	9-29	9-11	10
37	9-30_9-29	408	9-30	9-29	10
38	10-1_9-14	395	10-1	9-14	8
39	10-2_10-1	335	10-2	10-1	8
40	10-3_9-32	385	10-3	9-32	8
41	10-4_10-3	385	10-4	10-3	8
42	10-5_9-41	386	10-5	9-41	8
43	10-6_10-5	383	10-6	10-5	8
44	10-7_9-60	293	10-7	9-60	10
45	10-8_10-7	478	10-8	10-7	10

Appendix A - Addendum No 1					
Mainline CIPP Detailed Quantities					
	Pipe Segment ID	Pipe Length*	MH Upstream #	MH Downstream #	Pipe Diameter
46	10-9_10-8	358	10-9	10-8	10
47	10-10_10-9	364	10-10	10-9	10
48	10-11_10-10	317	10-11	10-10	10
49	10-12_10-11	322	10-12	10-11	10
50	10-13_10-12	329	10-13	10-12	10
51	10-14_10-13	317	10-14	10-13	8
52	10-15_10-7	308	10-15	10-7	8
53	10-16_10-17	316	10-16	10-17	8
54	10-17_10-8	310	10-17	10-8	8
55	10-18_10-19	310	10-18	10-19	8
56	10-19_10-20	312	10-19	10-20	8
57	10-20_10-10	299	10-20	10-10	8
58	10-21_10-11	411	10-21	10-11	8
59	10-22_10-12	394	10-22	10-12	8
60	10-23_10-13	198	10-23	10-13	8
61	10-24_10-14	401	10-24	10-14	8
62	10-25_10-23	302	10-25	10-23	8
63	10-26_9-70	519	10-26	9-70	8
64	10-27_10-15	296	10-27	10-15	8
65	10-28_10-29	418	10-28	10-29	8
66	10-29_10-17	332	10-29	10-17	8
67	10-30_10-20	327	10-30	10-20	8
68	10-31_10-21	395	10-31	10-21	8

* Pipe length is estimated from GIS Maps

Pre-bid Meeting Agenda **and Meeting Minutes**
for
Ellen and Division Inflow and Infiltration Reduction Program
City Project 2018-01

Conference Call
11:00 a.m. Tuesday, January 18, 2022

I. Introductions

See attached sign-in sheet.

II. Project Review

AECOM is the consultant working on the project. Paul St. Aubyn (Paul.StAubyn@aecom.com is the point of contact. The project includes rehabilitation for approximately 500 sanitary sewer laterals, 63 manholes, and approximately 23,100 LF of small diameter mainline sanitary sewer (8-inch and 10-inch diameter). The project is a locally funded project, so City MBE requirements apply.

III. Minority Participation Goals for Public Works Projects

A. Policy

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

*The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, **and** 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed*

B. Definitions

The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority.

C. Project Goals and Good Faith Efforts

- a. Minority Business Enterprise Goal: Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor in a

manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

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

*The City **does not** require documented contacts for the purchase of goods, materials and equipment.*

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

- b. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- c. Minority Workers Goal: 18% total hours worked should be performed by minority workers.
 - i. tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Project Requirements

A. Overall approach to lateral lining

- 1. Accommodate as many technologies as possible
- 2. Cleanouts included in the cost of the lining with some exceptions (see specification section 02533 part 3.4.E)
- 3. Contractor and/or manufacturer experience (see specification section 02533 part 1.8.E). Documentation to be submitted as proof.
- 4. Temporary construction easements (see specification section 02531 part 3.9)

These are the responsibility of the Contractor, who will be paid for each home where an easement is obtained or where sufficient, documented outreach has been performed in accordance with the specifications (including three in person attempts). The City stated that the specifications include an example agreement that the

Contractors will need to utilize. City has had good success on previous projects.

5. Sump pump inspections

To be performed by Contractors for all homes that were not previously inspected. Some homes have already been identified in the contract documents that will require the Contractor to perform sump pump disconnection.

B. Other existing technical data available to the Contractor

1. Mainline CCTV
2. MH Inspection pictures
3. Sump pump inspections (partial)
4. City cleanout inspections
5. Example lateral CCTV (8 locations only)
6. City tapping records (sizes)

C. Project funded only by local, City funds (e.g. no IEPA SRF loan)

D. City intent regarding the Notice of Award – February 22, 2022

The NTP is anticipated to be in early March, but TBD.

E. Completion Date (October 1, 2023)

V. Other Items

- **For Traffic Control, the large streets (i.e. Grand and Oakland/IL48) will be paid as lump sum bid items. All other traffic control shall be included in the cost of whatever work is being performed at that location.**
- **Contractor questions should be submitted early. Questions submitted the week of the bid will not be answered.**
- **Contractor contact information should be provided to the City.**

Contractor questions:

1. Can a chart or table of manhole-to-manhole lengths be provided?

Yes, included in ADD No 1.

2. What water table depth should be assumed for the liner design for sewer mainline, as well as the lateral?

For the main line sewer liner, refer to specification 02533 part 2.3.E.1.

For the lateral liner, refer to specification section 02533 part 2.4.D.

3. Contractor question and Engineer response from January 24, 2022 email:

- a. Can the Manhole Depths be provided? ***A Manhole schedule with depths are provided at the end of Appendix E.***

4. Contractor question and Engineer response from January 11, 2022 email:

- a. Items 12 & 13 seem repetitive to me. For instance, if we install a 4" lateral that is 65' in length, it would fall under Pay Item 5. So, at what point would you begin using the 22,100 LF in Item 12? I think you could eliminate a few of your items with an adjustment such as this: "Item 4 – Lateral reconnection (liner length less than or equal to 60.0 feet), 4-inch diameter", then add your line item for per LF after 60.0. I would propose the same for the 6" past 80.0 LF. Does this make sense? ***Bid items will remain as currently shown. Note that bid items were structured to accommodate as many lateral lining technologies as possible. Bid Items 4-9 are for the lateral reconnection work only and include the full wrap reinstatement and any cleanouts needed for that work. Bid items 12 and 13 are for the CIPP lining of the lateral from the***

sewer connection to the end point at the cleanout by the house or the foundation, inclusive of any addition cleanouts needed for the lining. For example, a 4" lateral that is 65' in length and rehabilitated would be paid for under Pay Item 5 with a quantity of 1 each and Pay Item 12 with a quantity of 65 feet.

- b. In regard to the items ordered by the engineer, specifically the cleanouts for lateral rehabilitation, this will likely draw a real installation price and the contractor would certainly want to count on having a cleanout where he believes he needs one. This is the intent. Do you anticipate this to be a trouble spot between the engineer/contractor during the course of construction?**
Cleanouts are incidental to the Contract and should be included in the Contractor's price, except due to specific field conditions. See Specification Section 02533 part 3.4.E for details on those specific field conditions.

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

End Meeting Minutes

Pre-Bid Sign-In Sheet

Ellen and Division Inflow and Infiltration Reduction Program

2018-01

Tuesday, January 18, 2022 Conference Call

Name ----- Email Address	Representing	Phone Number ----- Fax Number
1) Paul Caswell	The City of Decatur, Public Works Dept	217-424-2747
Email: pcaswell@decaturil.gov		
2) Bob Butterworth	AECOM Technical Services, Inc.	312-373-6809
Email: Robert.Butterworth@aecom.com		
3) Paul St. Aubyn	AECOM Technical Services, Inc.	312-373-6643
Email: Paul.StAubyn@aecom.com		
4) Greg Patton	Insituform Technologies USA, LLC	314-409-5069 - p
Email: GPatton@aegion.com		636-898-5094 - f
5) Brian K. Vogt	Petersburg Plumbing and Excavating	217-321-0036 - o
Email: bvogt@henson-robinson.com		217-801-4050 - c
6) Breck Vinson	BLD Services, LLC	812-583-1486 - p
Email: breck@bldllc.net		
7) Tom McGreedy	Performance Pipeline, Inc.	
Email:		
8) Max Phinney	SAK Construction	636-221-4160 - c
Email: mphinney@sakcon.com		636-385-1076 - f
9) Aaron Green	El Pruitt	
Email:		
10) Andrew Flannagan	National Water Main Cleaning Company	
Email:		
11) Josh Regner	Visu-Sewer	262-695-2340
Email: joshhr@visu-sewer.com		
12) David Steffen	Hoerr Construction	
Email:		
13) Ryan Hoegenmiller	SAK Construction	
Email:		
14) Jeff Entler	Entler Excavating	217-521-3071 - c
Email: entler@comcast.net		217-428-1895 - f
15) Dan Wiesman	Spectra Tech	636-485-6855
Email: dwiesemann@spectratechlining.com		

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

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

- ix. If an MBE is rejected, **providing sound reasons for rejection** based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; **[This is provided through Prevailing Wage Documentation]**
 - xi. All other good faith efforts or **evidence of due diligence** to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

ADDENDUM NO. 2

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
ELLEN AND DIVISION INFLOW AND INFILTRATION
REDUCTION PROJECT
CITY PROJECT 2018-01
DATED JANUARY, 2022**

AD-2-1 NOTICE

- 1.01 This Addendum No. 2 dated January 31, 2022, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-2-2 ADVERTISEMENT FOR BIDS

- 1.02 ~~Remove~~ and **Replace** the following to TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the City Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:30 A.M., Thursday, February 3rd, Wednesday, February 9th, 2022**, and thereafter publicly opened and read.

AD-2-3 SECTION 02633 MANHOLES FRAMES AND COVERS

- 1.03 **Add** the following to Section 02633, Manhole Frames and Covers, Part 2 Products, 2.2 Chimney Seals, Subsection H.

For manholes that require, as indicated in the Drawings and/or specifications, both a chimney seal and polymer rehabilitation, the Contractor is permitted, as an Engineer approved substitution, to seal the manhole with a hand applied, flexible polymer, which shall be Sauereisen Manhole Chimney Seal No. F-88, **Spectra Shied, or OBIC/CTR Coating**. An Engineer approved equal is also acceptable. Product shall provide a watertight seal, eliminate I/I, and be installed in accordance with the manufacturer's instructions and requirements. The polymer chimney seal material shall be corrosion resistant and

compatible with the polymer system used to line the manhole. Provide written certification from both manufacturers that the polymer chimney seal material is compatible with the manhole polymer liner.

Please make the proper acknowledgment of **addenda #2** on your bidding documents.

END OF ADDENDUM NO. 2

City Engineer:  Date: January 31, 2022

ADDENDUM NO. 3

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
ELLEN AND DIVISION INFLOW AND INFILTRATION
REDUCTION PROJECT
CITY PROJECT 2018-01
DATED JANUARY, 2022**

AD-3-1 NOTICE

- 1.01 This Addendum No. 3 dated February 4, 2022, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-3-2 SECTION 02633 CURED-IN PLACE SEWER REHABILITATION

- 1.02 **Add** and **Remove** the following to Section 02533, Cured-In Place Sewer Rehabilitation, Part 1 General, 1.5 Closeout Submittals, Subsection B Warranties.
1. CIPP tube manufacturer for the main line shall provide written warranty that the tube and resin materials to be free of any structural and leak defects for a minimum of ~~ten (10) years~~ **one (1) year** (or manufacturer's standard warranty, whichever is greater) from ~~final~~ **Substantial** completion.
 2. Lateral liner manufacturer shall provide their standard written warranty that the lateral shall be free of structural and leak defects, starting from the date of ~~final~~ **substantial** completion.
 3. Contractor shall warranty main line and lateral lining for a period of one year after the date of ~~final~~ **substantial** completion, any defects which will affect the integrity or strength of the pipe shall be repaired at the Contractor's expense.

Please make the proper acknowledgment of **addenda #3** on your bidding documents.

END OF ADDENDUM NO. 3

City Engineer:  Date: February 4, 2022

Appendix A

PRIOR COUNCIL ACTION:

August 21, 2015 – City Council approved Resolution R2015-109 authorizing execution of an Administrative Consent Order between the City and the United States Environmental Protection Agency (US EPA)

August 21, 2015 – City Council approved Resolution R2015-110 for \$456,000 authorizing a professional engineering services agreement with AECOM Technical Services, Inc., for the preparation of Sewer Collection System Alternative Analysis (SCSAA) and Capacity, Management, Operation and Maintenance (CMOM) reports required by the Administrative Consent Order between the City and the US EPA,

March 30, 2016 – City Council was provided with Public Works Memorandum 2016-16 providing an update on the preparation of the SCSAA and CMOM Reports.

October 3, 2016 – Study Session with City Council to provide an update with the US EPA Consent Order.

November 21, 2016 – Study Session with City Council to discuss the proposed Sanitary Sewer User Charges to meet the US EPA Consent Order.

December 8, 2016 – City Council approved Ordinance 2016-91 amending City Code Chapter 74 – Sanitary Sewer Service and Connections, Section 10, Rate.

February 21, 2017– City Council approved Resolution R2017-25 for \$462,944.28 authorizing a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

February 21, 2017– City Council approved Resolution R2017-26 for \$723,008 authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Inflow Reduction Project, City Project 2017-02.

October 2, 2017– City Council approved Resolution R2017-122 for \$176,000 authorizing Change Order No 1 to the professional engineering services agreement with AECOM for the US EPA SCSAA Project, City Project 2013-01.

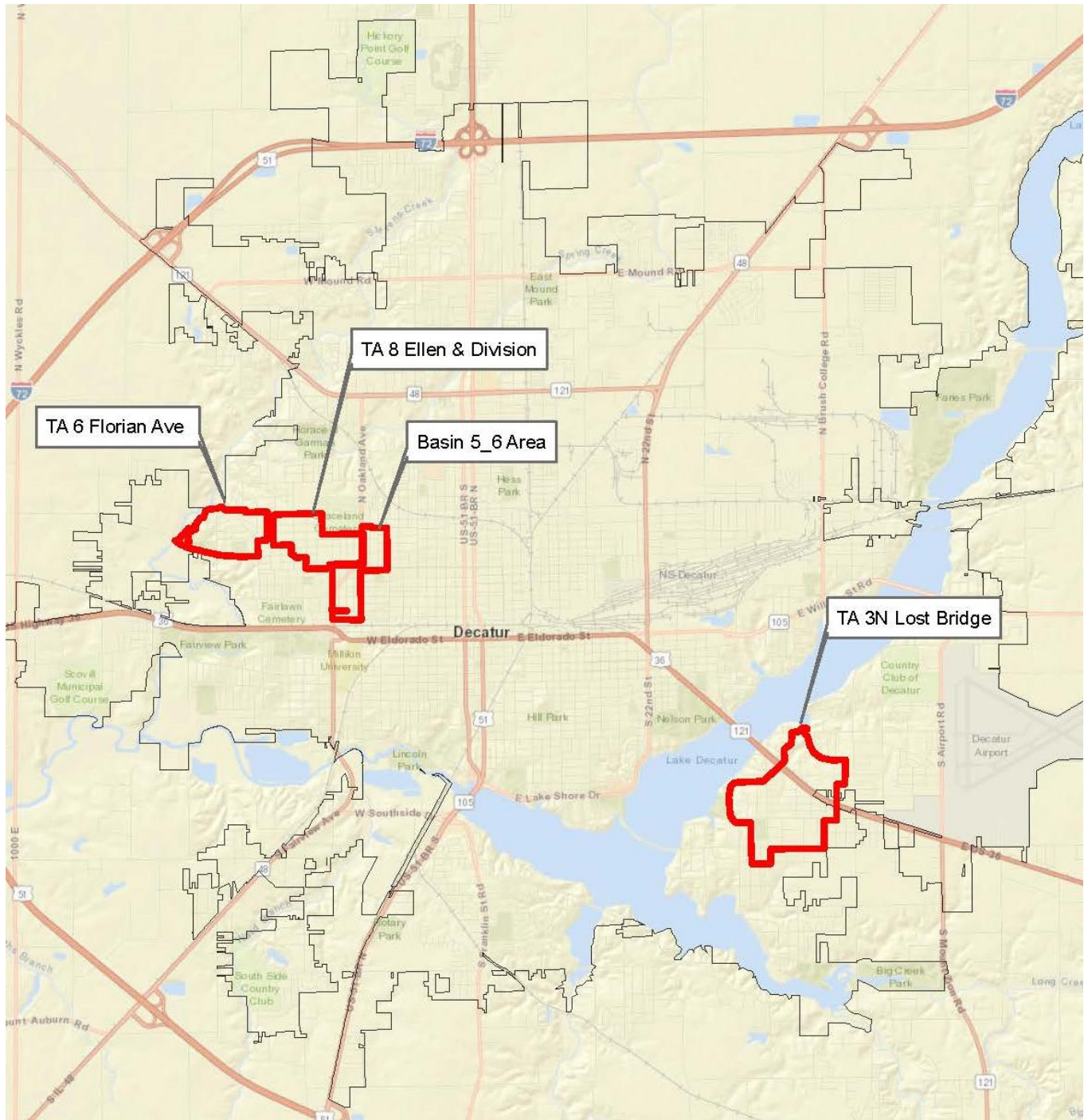
February 5, 2018– City Council approved Resolution R2018-13 for \$356,767 authorizing a professional engineering services agreement with AECOM for the Ellen and Division Inflow and Inflow Reduction Project, City Project 2018-01.

February 5, 2018– City Council approved Resolution R2018-14 authorizing Change Order No 1 for an additional \$88,674 with a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

October 19, 2020 – Study Session with City Council to discuss storm and Sanitary Sewer Items.

February 1, 2021– City Council approved Resolution R2021-14 for \$79,842 authorizing a professional engineering services agreement for final design with AECOM for the Ellen and Division Inflow and Inflow Reduction Project, City Project 2018-01-Phase II.

SCSAA Target Areas Location Map



Ellen and Division Location Map

EXHIBIT C TA 8-Ellen & Division

Area Statistics:
67 Manholes
22,663' of Sewers
511 Addresses
160.5 Acres

Legend

Manholes MH Use

● Sanitary Sewer

Sewer Mains Use of Sewer

— Sanitary Sewer

□ Target Area

0 225 450 900 Feet



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Project Name: Ellen & Division Inflow & Infiltration Reduction Project				Engineer's Estimate		National Water Main Cleaning Co.		Performance Pipeling, Inc.		BLD Services, LLC	
Project Number: 2018-01				City Engineering Division		25 Marshall Street Canton, MA 02021		1551 W. Norris Dr. Ottawa, IL 61350		2424 Tyler Street Kenner, LA 70062	
Bid Date: February 9, 2022											
Time: 10:30 a.m.											
Fund: Sewer Fund											
Organization Code: 79487906											
Object Code: 489030											
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Cleaning and televising (mainline sanitary sewer, 8" and 10")	23,100	FT	\$8.00	\$184,800.00	\$10.40	\$240,240.00	\$3.48	\$80,388.00	\$4.40	\$101,640.00
2	Televising of sanitary sewer lateral	29,000	FT	\$7.00	\$203,000.00	\$17.50	\$507,500.00	\$6.65	\$192,850.00	\$3.00	\$87,000.00
3	Cleaning of sanitary sewer lateral	500	EA	\$250.00	\$125,000.00	\$2,500.00	\$1,250,000.00	\$466.25	\$233,125.00	\$250.00	\$125,000.00
4	Lateral reconeciton (liner length less than or equeal to 60.0 feet), 4-inch diameter	221	EA	\$4,500.00	\$994,500.00	\$3,750.00	\$828,750.00	\$4,135.00	\$913,835.00	\$6,250.00	\$1,381,250.00
5	Lateral reconnection (liner length 60.1 to 100.0 feet), 4-inch diameter	134	EA	\$5,500.00	\$737,000.00	\$3,750.00	\$502,500.00	\$4,235.00	\$567,490.00	\$6,500.00	\$871,000.00
6	Lateral reconnection (liner length greater than 100.0 feet), 4-inch diameter	20	EA	\$6,000.00	\$120,000.00	\$3,750.00	\$75,000.00	\$4,635.00	\$92,700.00	\$6,750.00	\$135,000.00
7	Lateral reconnection (liner length less than or equal to 80.0 feet), 6-inch diameter	110	EA	\$4,500.00	\$495,000.00	\$3,750.00	\$412,500.00	\$4,200.00	\$462,000.00	\$6,500.00	\$715,000.00
8	Lateral reconnection (liner length 80.1 to 100.0 feet), 6 inch diameter	7	EA	\$5,500.00	\$38,500.00	\$3,750.00	\$26,250.00	\$4,400.00	\$30,800.00	\$6,750.00	\$47,250.00
9	Lateral reconnection (liner length greater than 100.00 feet), 6-inch diameter	8	EA	\$6,000.00	\$48,000.00	\$3,750.00	\$30,000.00	\$4,800.00	\$38,400.00	\$7,000.00	\$56,000.00
10	Reinstatement for laterals that are not rehabilitated	50	EA	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$0.50	\$25.00	\$100.00	\$5,000.00
11	Credit for lateral reconnection at a manhole	4	EA	-\$500.00	-\$2,000.00	\$100.00	\$400.00	\$0.50	\$2.00	\$1.00	\$4.00
12	CIPP lateral liner, 4-inch diameter	22,100	FT	\$10.00	\$221,000.00	\$1.00	\$22,100.00	\$51.00	\$1,127,100.00	\$15.00	\$331,500.00
13	CIPP lateral liner, 6-inch diameter	6,900	FT	\$11.00	\$75,900.00	\$1.00	\$6,900.00	\$52.00	\$358,800.00	\$15.00	\$103,500.00
14	Protuding lateral cut-out	25	EA	\$300.00	\$7,500.00	\$200.00	\$5,000.00	\$267.00	\$6,675.00	\$560.00	\$14,000.00
15	Installation of mainline CIPP liner, 8 inch diameter	18,200	FT	\$25.00	\$455,000.00	\$30.00	\$546,000.00	\$25.68	\$467,376.00	\$26.00	\$473,200.00
16	Installation of mainline CIPP liner, 10 inch diameter	4,900	FT	\$35.00	\$171,500.00	\$30.00	\$147,000.00	\$33.98	\$166,502.00	\$31.75	\$155,575.00
17	Cured-in-place liner testing	84	EA	\$300.00	\$25,200.00	\$350.00	\$29,400.00	\$53.50	\$4,494.00	\$335.00	\$28,140.00
18	Traffic control (IL-48)	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$94,300.00	\$94,300.00	\$1,675.00	\$1,675.00
19	Traffic control (Grand Avenue)	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$31,400.00	\$31,400.00	\$2,800.00	\$2,800.00
20	Manhole Rehabilitation with Polymer Liner	180	VLF	\$320.00	\$57,600.00	\$300.00	\$54,000.00	\$278.00	\$50,040.00	\$290.00	\$52,200.00
21	Internal chimney seal	53	EA	\$1,000.00	\$53,000.00	\$690.00	\$36,570.00	\$481.50	\$25,519.50	\$500.00	\$26,500.00
22	Manhole lid and frame, new	1	EA	\$4,500.00	\$4,500.00	\$4,140.00	\$4,140.00	\$3,424.00	\$3,424.00	\$3,900.00	\$3,900.00
23	Manhole lid and frame, adjustment	9	EA	\$3,500.00	\$31,500.00	\$4,140.00	\$37,260.00	\$3,424.00	\$30,816.00	\$3,900.00	\$35,100.00
24	Replacement of a broken or missing cleanout cap	35	EA	\$250.00	\$8,750.00	\$818.00	\$28,630.00	\$100.00	\$3,500.00	\$765.00	\$26,775.00
25	Downspout disconnections	10	EA	\$1,000.00	\$10,000.00	\$2,000.00	\$20,000.00	\$3,504.00	\$35,040.00	\$530.00	\$5,300.00
26	Temporary construction easement	500	EA	\$250.00	\$125,000.00	\$200.00	\$100,000.00	\$10.00	\$5,000.00	\$5.00	\$2,500.00
27	Sump pump inspections	285	EA	\$500.00	\$142,500.00	\$150.00	\$42,750.00	\$283.50	\$80,797.50	\$295.00	\$84,075.00
28	Sump pump disconnections	20	EA	\$4,000.00	\$80,000.00	\$1,380.00	\$27,600.00	\$942.00	\$18,840.00	\$980.00	\$19,600.00
	Items When Ordered in Writing by Engineer During Construction				\$0.00		\$0.00		\$0.00		\$0.00
29	Dye testing	20	EA	\$400.00	\$8,000.00	\$750.00	\$15,000.00	\$225.00	\$4,500.00	\$280.00	\$5,600.00
30	Cleanout installed for lateral rehabilitation	125	EA	\$4,500.00	\$562,500.00	\$600.00	\$75,000.00	\$1,000.00	\$125,000.00	\$2,000.00	\$250,000.00
31	Cleanout installed for lateral replacement	25	EA	\$500.00	\$12,500.00	\$600.00	\$15,000.00	\$4,748.00	\$118,700.00	\$2,500.00	\$62,500.00
32	New lateral wye or tee connection with existing mainline sanitary sewer	5	EA	\$2,500.00	\$12,500.00	\$1,725.00	\$8,625.00	\$1,284.00	\$6,420.00	\$1,675.00	\$8,375.00
33	Repair cleanout (0-18-inches feet deep)	5	EA	\$500.00	\$2,500.00	\$2,185.00	\$10,925.00	\$1,605.00	\$8,025.00	\$2,115.00	\$10,575.00
34	Hot mix asphalt (HMA) restoration	50	TONS	\$500.00	\$25,000.00	\$694.00	\$34,700.00	\$615.00	\$30,750.00	\$700.00	\$35,000.00
35	Portland cement concrete driveway, 5-inch	75	SY	\$150.00	\$11,250.00	\$119.00	\$8,925.00	\$96.00	\$7,200.00	\$115.00	\$8,625.00
36	Portland cement concrete driveway, 6-inch	75	SY	\$165.00	\$12,375.00	\$185.00	\$13,875.00	\$150.00	\$11,250.00	\$175.00	\$13,125.00
37	Portland cement concrete roadway, 8-inch	25	SY	\$200.00	\$5,000.00	\$397.00	\$9,925.00	\$321.00	\$8,025.00	\$365.00	\$9,125.00
38	Concrete curb and gutter removal and replacement	20	FT	\$150.00	\$3,000.00	\$496.00	\$9,920.00	\$401.00	\$8,020.00	\$460.00	\$9,200.00
39	Seeding and topsoil restoration	350	SY	\$20.00	\$7,000.00	\$38.00	\$13,300.00	\$31.00	\$10,850.00	\$36.00	\$12,600.00
40	Saw cutting existing asphalt or concrete	300	FT	\$8.00	\$2,400.00	\$8.25	\$2,475.00	\$7.00	\$2,100.00	\$8.25	\$2,475.00
41	Trench backfill	300	CY	\$50.00	\$15,000.00	\$79.00	\$23,700.00	\$69.50	\$20,850.00	\$79.00	\$23,700.00
42	Chemical sealing, grout	20	EA	\$500.00	\$10,000.00	\$2,000.00	\$40,000.00	\$0.50	\$10.00	\$1,565.00	\$31,300.00
43	Point sewer repair, 4-inch diameter sewer or lateral	90	FT	\$65.00	\$5,850.00	\$250.00	\$22,500.00	\$203.50	\$18,315.00	\$235.00	\$21,150.00
44	Point sewer repair, 6-inch diameter sewer or lateral	90	FT	\$85.00	\$7,650.00	\$291.00	\$26,190.00	\$235.40	\$21,186.00	\$269.00	\$24,210.00
45	Point sewer repair, 8-inch diameter sewer or lateral	42	FT	\$110.00	\$4,620.00	\$397.00	\$16,674.00	\$321.00	\$13,482.00	\$367.00	\$15,414.00
46	Point sewer repair, 10-inch diameter sewer or lateral	12	FT	\$120.00	\$1,440.00	\$496.00	\$5,952.00	\$401.25	\$4,815.00	\$458.00	\$5,496.00
47	Excavation for point repair, 0-5.0 ft	2	EA	\$2,500.00	\$5,000.00	\$4,625.00	\$9,250.00	\$3,745.00	\$7,490.00	\$4,280.00	\$8,560.00
48	Excavation for point repair, 5.1-8.0 ft	2	EA	\$3,500.00	\$7,000.00	\$9,200.00	\$18,400.00	\$7,490.00	\$14,980.00	\$8,562.00	\$17,124.00
49	Excavation for point repair, >8 ft	6	EA	\$5,500.00	\$33,000.00	\$11,750.00	\$70,500.00	\$9,630.00	\$57,780.00	\$11,000.00	\$66,000.00
50	Seal abandoned storm or sanitary connections at manholes	3	EA	\$300.00	\$900.00	\$1,200.00	\$3,600.00	\$535.00	\$1,605.00	\$560.00	\$1,680.00
51	Verification of existing foundation drain connection	10	EA	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$100.00	\$1,000.00	\$300.00	\$3,000.00
52	Alterations, cancellations, extensions, deductions and extra work	1	LS	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00
TOTAL BIDS (AS CORRECTED)				\$5,567,235.00		\$5,829,926.00		\$5,973,592.00		\$5,885,318.00	
Percent Over Under ENGINEER'S ESTIMATE						4.72%		7.30%		5.71%	


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


Date

February 14, 2022

Mr. Paul Caswell, P.E.
City Engineer
City of Decatur
Public Works Department
1 Gary K. Anderson Plaza
Decatur, IL 62523

Reference: Ellen and Division Inflow and Infiltration Reduction Program
City Project 2018-1

Dear Mr. Caswell:

Bid documents for the above-referenced project were received on Wednesday, February 9, 2022 at 10:30 AM. Shortly thereafter, the bids received were opened and the bids read aloud.

Three (3) complete bids were received for the project. The bids are tabulated below in order of the low bidder first and second low bidder second, etc.

CONTRACTOR	CORRECTED TOTAL BID PRICE
National Water Main Cleaning Co.	\$5,829,926.00
BLD Services, LLC	\$5,885,318.00
Performance Pipelining, Inc.	\$5,973,592.00
Engineer's Opinion of Probable Cost	\$5,567,235.00

The low bid is \$5,829,926 or 4.7 percent greater than the Engineer's Estimate. Additionally, the low bid is \$55,392 or 0.9% lower than the second lowest bidder. All three bids were extremely close to each other and in this bidding environment, we believe that the City received excellent bids.

The apparent low bidder, National Water Main Cleaning Company, provided ten (10) project references, which AECOM contacted to check on the Contractor's qualifications. Of the references contacted, three were available to discuss their experience with National Water Main Cleaning Company.

-Amanda Leblank, Weston & Sampson Engineers: Lexington, MA Phase 6 Sewer System Improvements.

-Patrick Cotton, Weston & Sampson Engineers: Hingham, MA On Call Sewer Services.



Mr. Paul E. Caswell
February 14, 2022
Page 2

-Jason Waterbury, Metropolitan District Commission: Hartford, CT Multiple Projects.

All three contacts were generally satisfied with the work of National Water Main Cleaning Company and would hire the firm again. They were all satisfied with the quality of work and noted little or no change orders on the projects apart from those initiated by the Owner.

In addition to contacting references, Dennis Sullivan of National Water Main Cleaning Co. was contacted to verify information provided in bidding. The Contractor reaffirmed that their manpower will meet specified requirements. They noted the lining systems anticipated for use were InsituForm MTC tube for mainlines and Trelleborg Mth for laterals.

As National Water Main Cleaning Co. is the low, responsive, responsible bidder and there were no irregularities, we recommend that the City of Decatur award a contract to them for this work, if the necessary funds are available. Please advise us if a contract award is made and to whom. We can then assist with the preparation of the Contract Documents for execution by the Contractor and City of Decatur.

We trust the above information is sufficient for your intended use. Should you have any questions or require additional information regarding the above, please contact us.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.

A handwritten signature in black ink, appearing to read "Hsing-Hua", is located below the company name.

Mr. Hsing-Hua, P. E.
Project Manager

A handwritten signature in blue ink, appearing to read "Michael H. Winegard", is located below the name of the Vice President.

Michael H. Winegard, P.E.
Vice President

Enclosures

Public Works

DATE: 2/16/2022

MEMO: 2022-10

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Construction Services for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Construction Services for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. TO PROVIDE
CONSTRUCTION SERVICES FOR THE ELLEN AND DIVISION INFLOW AND
INFILTRATION REDUCTION PROGRAM, CITY PROJECT 2018-01**

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

Section 1. That Professional Engineering Services Agreement to provide construction services for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01, presented to the Council herewith, as Exhibit 1 and made a part hereof, between the City of Decatur and AECOM Technical Services, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc., for a fee not to exceed \$147,430.

PRESENTED and ADOPTED this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

AECOM Technical Services, Inc.,

("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND AMENDMENTS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve Amendments to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. CONSTRUCTION INSPECTION PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Construction Inspection Phase:

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications. Specific requirements of the Phase are included in Exhibit A, Scope of Services.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.
6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the

time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,

- a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
 - d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
 - e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.
7. Reports. The Consulting Engineer shall,
- a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
 - d. Report immediately to the City's Representative upon the occurrence of any accident.
8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
- a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the

Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.

- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.
- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
- b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior

written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times _____ for services rendered by principals and employees assigned to the Project.
- Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of _____.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2021

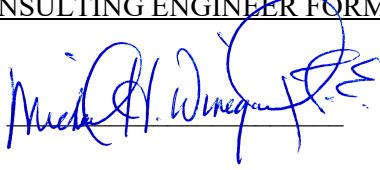
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FORM

By:  _____

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages “A-1”, “A-2” and so on.

February 9, 2022

Paul Caswell, PE
City Engineer
City of Decatur Public Works Department
#1 Gary K Anderson Plaza - 3rd Floor
Decatur, Illinois 62523

DRAFT

**Regarding: Ellen and Division – Inflow and Infiltration (I&I) Program – Phase 3
Construction Administrative Engineering Services
Scope of Work**

Dear Mr. Caswell:

AECOM Technical Services, Inc. (AECOM) is providing this scope of work (Scope) for the above-referenced project. This Scope encompasses AECOM's engineering services for the subject project. Note that a detailed breakdown of task costs and a schedule is included in this Scope.

Background

The City is currently under Administrative Consent Order (ACO) by the United States Environmental Protection Agency (USEPA). The ACO requires a reduction in basement backups within the City's combined and sanitary sewer system, as well as the elimination of all unauthorized Combined Sewer Overflows (CSOs) and Sanitary Sewer Overflows (SSOs).

In order to demonstrate compliance with the ACO, the City was required to submit a Sewer Collection System Alternatives Analysis (SCSAA). In partnership with AECOM, the SCSAA (and subsequent revisions) were submitted on April 12, 2016, November 4, 2016, and November 30, 2017. An additional study was completed and submitted to the City on December 21, 2018. Final design has also been completed with bidding of the project to be completed on February 9, 2022. The City of Decatur has requested AECOM to provide a proposal for Construction Engineering and Administration services.

SCOPE OF WORK

Our scope of work listed below is structured to accommodate a construction schedule that will begin in late February 2022 and be completed not later than October 1, 2023. Given that both AECOM and City staff will be involved in both construction engineering and administration, we have documented within this proposal our detailed assumptions and divisions of duty regarding AECOM's role. It is also assumed that AECOM will be more involved in the earlier stages of the project, and as the project progresses, City staff will be able to address and administer the majority of the project with a reduced need for AECOM's assistance. Given that the detailed Contractor's schedule is not known at this time, much of this scope of work is estimated based on our previous construction engineering experience and may need to be reduced or increased as the Contractor's work progresses.

TASK 1: MEETINGS

It is anticipated that numerous meetings will be required throughout the life of the project. At this time, we have budgeted engineering fee for up to a maximum of twenty (20) in-person meetings and ten (10) virtual meetings.

- In-person kick-off meeting (1)
- Public participation meeting (1)
- In-person progress meetings (18)
- Virtual progress meetings (10)

AECOM will prepare the agenda, prepare meeting minutes of each meeting attended and distribute the minutes to all attendees.

Deliverables

- Meeting Minutes

TASK 2: CONSTRUCTION ENGINEERING AND ADMINISTRATION

AECOM will review Contractor shop drawings, RFIs, change orders, and pay requests. Since it is assumed that City staff will be responsible for at least a portion of this work, we anticipate that AECOM will be responsible for the following:

- Shop Drawings
 - Maintain and update a shop drawing log
 - Review and provide comments (30 reviews)
- RFIs
 - Maintain and update an RFI log
 - Review and respond to Contractor RFIs (10)
- Change Order Log
 - Maintain and update a change order log
 - Review and respond to Contractor Change Order Requests (3)
- Pay Requests
 - Assist the City in reviewing up to maximum of six (6) Pay Requests.

Task 3: PART-TIME RESIDENT ENGINEERING AND CONSTRUCTION OBSERVATION

When requested by the City, AECOM will provide on-site resident engineering (RE) and construction observation services. It is assumed that City staff will be available when AECOM staff is not on-site. Costs will be based on a total of 20 site visits, which will be combined with in-person progress meetings. Depending on the number of crews utilized by the Contractor and the construction schedules, additional construction observation can be provided at additional cost. The RE will perform project observation to assist the City in verifying that the products, schedule delivery, storage quality, and installation is in general conformance with the contract documents. It is assumed that City staff will track all Contractor quantities, including the review of mainline sewer and lateral sewer CCTV. When on-site, AECOM will maintain up-to-date records of construction details throughout the project, including photographic record of construction activities and a Daily Field Report. For the purposes of this proposal, it is assumed that an AECOM staff member will be on-site (or at a progress meeting) for a maximum total of approximately four (4) hours per site visit.

- Site visit with an in-person progress meeting
 - March through August, 2022 (20)
 - September 2022 through September 2023 (6)
- Site visit without an in-person progress meeting
 - March through August, 2022 (10)
 - September 2022 through September 2023 (12)

Deliverables:

- Daily Field Reports

TASK 4: MISCELLANEOUS TECHNICAL ASSISTANCE

As the project designer, AECOM will be available to discuss the project and answer technical and administrative questions related to the project with the City, City staff, and Contractor, as necessary, on the phone and through email. Additionally this task includes assistance with a letter to the public on the project to be delivered by the City and attendance at a public meeting. For the purposes of this proposal, we have included up to a maximum of 80 manhours for this work, which is approximately 1 hour per week for the life of the project. It is assumed that questions from private property owners will be handled by the Contractor and/or City staff.

TASK 5: PROJECT MANAGEMENT

This task includes all project management related activities. Project tasks and deliverables are outlined below:

1. Establish project communications, controls, and procedures
2. Project financial tracking, reporting and invoicing
3. Coordination of tasks
4. Quality Control Management

CONTINGENCY

A contingency of \$20,000 was requested by the owner to cover required construction engineering services not yet defined. This contingency will, if required, be further clarified as the needs arise with regard to scope of services and required hours.

Deliverables

- Monthly invoices

Proposal Fee

The not-to-exceed fee for this work **\$147,430** to be paid on a time and materials basis. A task-by-task breakdown of the fee is included herewith as Attachment 2.

Schedule

Please see enclosed Exhibit C for a schedule of the work.

Thank you for considering AECOM for this work. Please do not hesitate to let us know if you have any questions or concerns or wish to meet with us to discuss this proposal.

Sincerely,

AECOM TECHNICAL SERVICES, INC.



Michael H. Winegard, P.E.

Vice President

Attachment 2
February, 2022
City of Decatur
Ellen and Division – Inflow and Infiltration (I&I) Program – Phase 3
Estimated Engineering Fee

TASK	DESCRIPTION	Project Director/QAQC	Project Manager	Civil Engineer	TOTAL HOURS	TOTAL (Loaded) \$
1	Meetings	16	116	144	276	\$ 43,668
	a. In-person kick-off meeting	8	8	2	18	\$ 4,224
	b. Public Participation meeting	8	8	2	18	\$ 4,224
	c. In-person progress meetings (18)		80	100	180	\$ 26,880
	d. Virtual progress meetings (10)		20	40	60	\$ 8,340
2	Construction Engineering and Administration	22	72	128	222	\$ 34,896
	a. Shop drawings (log and 30 reviews)	16	40	60	116	\$ 19,320
	b. RFIs (log and 10 reviews)	4	16	40	60	\$ 8,736
	c. Change Orders (log and 3 reviews)	2	8	12	22	\$ 3,504
	d. Pay Request Assistance (6)		8	16	24	\$ 3,336
3	Part-time Resident Engineering and Construction Observation	0	20	0	20	\$ 4,020
	a. Site visit with an in-person progress meeting (10) (included in Task 1 above)		0		0	\$ -
	b. Daily Field Reports		20		20	\$ 4,020
						\$ -
4	Miscellaneous Technical Assistance	8	62	8	78	\$ 15,726
	a. Misc	8	62	8	78	\$ 15,726
5	Project Management	0	120	0	120	\$ 24,120
	a. General		120		120	\$ 24,120
	Contingency					\$ 20,000
	Subtotal	46	390	280	716	\$ 142,430
	ODC (Printing, mileage)					\$ 5,000
	TOTAL LOADED DOLLARS (3.0 MULTIPLIER)	\$ 13,800	\$ 78,390	\$ 30,240		\$ 147,430



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion)
Number pages “C-1”, “C-2” and so on.

EXHIBIT C-1

CITY OF DECATUR - ELLEN AND DIVISION I&I REDUCTION PROGRAM - PHASE 3 SCHEDULE

No.	Task Description	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sept-23
1	Kick-Off and Public Participation Meetings																				
2	Shop Drawing Review and Contractor Mobilization																				
3	Construction																				
4	Substantial Completion																				
5	Punch List																				
6	Final Completion																				



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

Amendment No

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

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

Amount of original contract \$ _____
 Amount of previous amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

Replace with Insurance Certificate(s)

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interest and other laws – if questions contact the City of Decatur Legal Department at (217/424-2807.)

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

 Limited Liability Corporation (if an LLC, complete C)

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois	Business Information (If Different from Above):	
CT Corporation System		
Name	Company Address, Principal Office	
818 West Seventh Street, Suite 930		
Address	City, State, Zip	
Los Angeles, California 90017		
City, State, Zip	Telephone	Facsimile
(213) 627-8252		
Telephone	Website	

The corporate officers are as follows:

President: Karl Jensen

Vice President: John Lannon

Secretary: Manav Kumar

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name **Home Address & Telephone**

Name _____ Home Address & Telephone _____

Name	Home Address & Telephone
------	--------------------------

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract	None
-------------------------------------	------

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

Michael H. Winegard R.E.

Signature

Michael H. Winegard

Printed Name

Authorized Signatory

Title

SUBSCRIBED and SWORN to before me this 15 day of February, 2022.

Trina L. Pecina

Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name:		
Consulting Engineer:		
Classification	Minimum	Maximum
Principal		
Project Manager		
Structural Engineer		
Senior Engineer		
Engineer		
Senior Technician		
Technician		
Professional Land Surveyor		
Construction Inspector		
Structural Engineer		
Clerical		

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

Legal Department

DATE:

MEMO:

TO: Ordinance Amending City Code Chapters 50 Licenses, 52 Alcoholic Liquor, and 73 Offenses

FROM:

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance Amending City Code Chapters 50 Licenses, 52 Alcoholic Liquor, and 73 Offenses Additions and Deletions	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2022**

February 17, 2022

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to City Code, Chapter 50 – Licenses, Chapter 52 – Alcoholic Liquor, and Chapter 73 – Offenses

On the Agenda for Council meeting February 22, 2022, is an Ordinance that would delete sections regarding mask requirements, distancing and other similar restrictions arising from the last two years of the Covid-19 pandemic. It is timed to coincide with the Governor's most recent executive orders lifting these mandates.

In order to be proactive for what will hopefully never be necessary, we would recommend that we work on drafting an ordinance that would attempt to provide broad and universal guidance and protections for our community for any future public health crisis and pandemic rather than be reactive.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 50 –

- LICENSES –

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

SECTION 1. That Chapter 50 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending and deleting language to Section 20. Said Section 20 is so modified, amended and deleted.

SECTION 2. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending and deleting language to Section 37. Said Section 20 is so modified, amended and deleted.

SECTION 3. That Chapter 73 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending and deleting language in Section 38, and renumbering Sections 39, and 40. Said Section 38 is so modified, amended and deleted, and Sections 39, and 40 as so modified and amended, shall provide as follows:

38. PENALTY.

A. (1) Any person, firm or corporation who shall violate any of the provisions of Section 38(A) of this Chapter shall, upon conviction, be fined as set forth herein.

First Offense:	Twenty-Five Dollars (\$25.00)
Second Offense:	Fifty Dollars (\$50.00)
Third Offense:	One Hundred Dollars (\$100.00)
Fourth and Each Subsequent Offense:	Two Hundred Fifty Dollars (\$250.00)

Each day on which a violation occurs or continues shall be considered a separate offense.

(2) Any business, store, office, venue, property owner, manager or operator who shall violate any of the provisions of Section 38(D) of this Chapter shall, upon conviction, be fined as set forth herein.

First Offense:	Fifty Dollars (\$50.00)
Second Offense:	One Hundred Dollars (\$100.00)
Third Offense:	Two Hundred Dollars (\$200.00)
Fourth and Each Subsequent Offense:	Five Hundred Dollars (\$500.00)

Each day on which a violation occurs or continues shall be considered a separate offense.

B. Any person, firm or corporation who shall violate any of the provisions of this Chapter, except as set forth in Section 38, shall, upon conviction, be fined a minimum of Two Hundred Fifty Dollars (\$250.00) but not more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance No. 2020-155, November 16, 2020)

39. **OTHER REMEDIES.** The fine provided for in Section 38 of this Chapter shall not be deemed to be the exclusive remedy for any act or thing constituting a nuisance under the provisions hereof, or under the common law, or to bar or prohibit the exercise of remedies, other than fine, applicable thereto.

SECTION 4. That the effective date of this action shall be February 28, 2022.

SECTION 5. 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 22nd day of February, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 50

- LICENSES -

20. ~~MINIMUM GUIDELINES.~~ No person, firm or corporation who holds a license shall operate in violation of the following safety guidelines:

A. ~~Licensees shall maintain a minimum of six (6) feet between tables, bar seating or other designated patron service areas.~~

B. ~~Licensees shall allow no more than ten (10) persons in a party be permitted.~~

C. ~~For standing areas, the licensee shall maintain the maximum occupancy of twenty five percent (25%) of standing area capacity.~~

D. ~~Licensees shall require all patrons of unrelated parties maintain a social distance of six (6) feet.~~

E. ~~Licensees shall require patrons and employees of licensees wear face coverings over their nose and mouth at all times when on premises, including while waiting for a table, while seated at a table or bar, while standing in line to order, pick-up or check-out, while ordering and all other times, except when eating or drinking at a table or bar, unless a medical condition or disability prevents them from safely wearing a face covering.~~

F. ~~Licensees shall require employees and performers of music maintain a social distance of six (6) feet from each other and patrons and performers, if first row of seating is within six (6) feet of stage, any seating within six (6) feet of stage shall be closed or an impermeable barrier shall be installed and shall require performers wear face coverings if practical.~~

G. ~~Licensees shall require all external suppliers and non-patron visitors wear face coverings over their nose and mouth when entering licensed premises unless a medical condition or disability prevents them from safely wearing a face covering.~~

H. ~~Licensees shall be prohibited from allowing persons to congregate on licensed premises in a number greater than allowed by guidelines set forth in Illinois Department of Public Health and the Illinois Department of Commerce and Economic Opportunity guidelines.~~

I. ~~Licensees shall be required to follow all guidelines set forth by the Illinois Department of Commerce and Economic Opportunity for Restaurant and Bar Establishment Safety Guidelines not otherwise specifically set forth.~~

CHAPTER 52
- ALCOHOLIC LIQUOR -

37. MINIMUM GUIDELINES. No person, firm or corporation shall sell alcoholic liquor at retail in violation of the following safety guidelines:

A. Licensees shall maintain a minimum of six (6) feet between tables, bar seating or other designated patron service areas.

B. Licensees shall allow no more than ten (10) persons in a party be permitted.

C. For standing areas, the licensee shall maintain the maximum occupancy of twenty five percent (25%) of standing area capacity.

D. Licensees shall require all patrons of unrelated parties maintain a social distance of six (6) feet.

E. Licensees shall require patrons and employees of licensees wear face coverings over their nose and mouth at all times when on premises, including while waiting for a table, while seated at a table or bar, while standing in line to order, pick up or check out, while ordering and all other times, except when eating or drinking at a table or bar, unless a medical condition or disability prevents them from safely wearing a face covering.

F. Licensees shall require employees and performers of music maintain a social distance of six (6) feet from each other and patrons and performers, if first row of seating is within six (6) feet of stage, any seating within six (6) feet of stage shall be closed or an impermeable barrier shall be installed and shall require performers wear face coverings if practical.

G. Licensees shall require all external suppliers and non-patron visitors wear face coverings over their nose and mouth when entering licensed premises unless a medical condition or disability prevents them from safely wearing a face covering.

H. Licensees shall be prohibited from allowing persons to congregate on licensed premises in a number greater than allowed by guidelines set forth in Illinois Department of Public Health and the Illinois Department of Commerce and Economic Opportunity guidelines.

I. Licensees shall be required to follow all guidelines set forth by the Illinois Department of Commerce and Economic Opportunity for Restaurant and Bar Establishment Safety Guidelines not otherwise specifically set forth.

CHAPTER 73

- OFFENSES -

~~38. PROTECTIVE FACE COVERINGS REQUIRED.~~

~~A. Required.~~

~~1. All persons within the municipal boundary of the City of Decatur shall be required to wear protective face coverings, which face coverings shall completely cover their mouth and nose, and be reasonably designed and made to inhibit, filter or restrict the passing of a person's breath, sneeze, cough or other exhaling from one's nose and mouth while in or on:~~

~~(a) Any healthcare setting;~~

~~(b) Any public transportation including, but not limited to, buses, planes, taxis or rideshares;~~

~~(c) Any public transportation hub;~~

~~(d) Any congregate facilities or setting;~~

~~(e) Any school, day care setting and educational institution as required by the Illinois State Board of Education, Illinois Department of Children and Family Services, and the Illinois Department of Public Health.~~

~~(f) Any public or private building, business or space as required by the owner or operator.~~

~~2. In addition to the requirements set forth in Section 38(A)(1) above, all persons within the municipal boundary of the City of Decatur who are not fully vaccinated, which is defined as two weeks after the second dose in a two-dose series of vaccine or two weeks after a single dose vaccine, engaging in any activity outside of their residence, while other persons are present, shall be required to wear protective face coverings, which face coverings shall completely cover their~~

~~mouth and nose, and be reasonably designed and made to inhibit, filter or restrict the passing of a person's breath, sneeze, cough or other exhaling from one's nose and mouth when in a public place and unable to maintain a consistent six foot social distance from others.---~~

~~B. Exceptions. Protective face coverings shall not be required,~~

~~(1) For children under two years of age;~~

~~(2) When engaged in physical activity such as walking or running while maintaining social distancing from others of not less than six feet;~~

~~(3) When alone or with members of the same household;~~

~~(4) When eating or drinking, whether in public or private.~~

~~Reasonable accommodations must be provided for those with a medical condition or disability that prevents the wearing of face coverings so long as doing so does not cause an undue hardship.~~

~~C. Duration. The restrictions herein shall be effective until repealed by the City Council or until the Governor of the State of Illinois rescinds the public health emergency order requiring face coverings, whichever occurs first.~~

38. 39. PENALTY.

A. (1) Any person, firm or corporation who shall violate any of the provisions of Section 38(A) of this Chapter shall, upon conviction, be fined as set forth herein.

First Offense:	Twenty-Five Dollars (\$25.00)
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Second Offense:	Fifty Dollars (\$50.00)
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Third Offense: One Hundred Dollars (\$100.00)

Fourth and Each Subsequent Offense: Two Hundred Fifty Dollars (\$250.00)

Each day on which a violation occurs or continues shall be considered a separate offense.

(2) Any business, store, office, venue, property owner, manager or operator who shall violate any of the provisions of Section 38(D) of this Chapter shall, upon conviction, be fined as set forth herein.

First Offense: Fifty Dollars (\$50.00)

Second Offense: One Hundred Dollars (\$100.00)

Third Offense: Two Hundred Dollars (\$200.00)

Fourth and Each Subsequent Offense: Five Hundred Dollars (\$500.00)

Each day on which a violation occurs or continues shall be considered a separate offense.

B. Any person, firm or corporation who shall violate any of the provisions of this Chapter, except as set forth in Section 38, shall, upon conviction, be fined a minimum of Two Hundred Fifty Dollars (\$250.00) but not more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

39. 40. OTHER REMEDIES. The fine provided for in Section 38~~9~~ of this Chapter shall not be deemed to be the exclusive remedy for any act or thing constituting a nuisance under the provisions hereof, or under the common law, or to bar or prohibit the exercise of remedies, other than fine, applicable thereto.

Neighborhood Services

DATE: 2/17/2022

MEMO: 2022-9

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

Cordaryl "Pat" Patrick, Director of Economic & Community Dev.

Richelle L. Dunbar, Asst. Director of Economic & Community Dev.

SUBJECT: HOME Investment Partnership (HOME) Agreement with Woodford Homes-Carrie Lane

SUMMARY RECOMMENDATION:

Staff recommends approval of an agreement with Woodford Homes using HOME funds.

BACKGROUND:

In October 2020, City Manager Wrighton presented a Memorandum of Understanding (MOU) to Council that the City of Decatur would contribute \$250,000 toward this project located at 1370 E. Carrie Lane, which was approved. The funds are to be used as a grant match and will ensure that several of the units remain affordable. The project which is the site of a new 5 million dollar (\$5,000,000.00) facility will serve as a permanent supportive housing residential facility for qualified residents.

The project was approved by Illinois Housing Development Authority (IHDA) and can now break ground. As part of the Department of Housing and Urban Development (HUD) requirements, a formal agreement must be signed and approved by an elected authority.

PRIOR COUNCIL ACTION: Council approved a Memorandum of Understanding in October 2020.

POTENTIAL OBJECTIONS: Staff is not aware of objections

INPUT FROM OTHER SOURCES:

Preliminary approval for site development by the Plan Commission.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle L. Dunbar, Asst. Dir. of Economic & Community Development, at 424-2864 or e-mail rdunbar@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
HOME INVESTMENT PARTNERSHIP AGREEMENT (HOME)
SUBRECIPIENT AGREEMENT
WOODFORD HOMES, INC. (CARRIE LANE)**

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

Section 1. That the Home Investment Partnership (HOME) Agreement for the FY 2021, between the City of Decatur, Illinois and Woodford Homes, Inc., Carrie Lane, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager, or designee, is hereby authorized and directed to sign said Agreement on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 22nd day of February 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

HOME FUNDING FORGIVABLE LOAN AGREEMENT

This HOME FUNDING FORGIVABLE LOAN AGREEMENT (hereinafter referred to as the "Agreement") made this ___ day of _____, 2022, between the City of Decatur, a municipal corporation, (hereinafter, the "City"), and Carrie Lane Supportive Housing LLC, an Illinois limited liability company (the "Owner"), which is an affiliate of the Macon County Mental Health Board (Collectively City and Owner shall be referred to as the "Parties").

RECIPTALSWHEREAS, the City is committed to preserving and upgrading its affordable housing stock; and

WHEREAS, the City has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (HUD) pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, under the HOME Program; and

WHEREAS, the City has identified specific affordable housing needs as a priority in its Consolidated Plan, and has approved the allocation of federal HOME Program Funds in the amount of \$250,000 to develop and establish twenty residential units to provide affordable rental housing for very low- and low- income families; and

WHEREAS, Owner seeks to Develop and maintain low- and very low- income housing while continuing to improve the quality of housing in the City of Decatur; and

WHEREAS, the Owner agrees to acquire, develop, and provide rental housing to remain affordable for not less than twenty (20) years;

NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual covenants and obligations of the parties as set forth below, it is agreed as follows:

WITNESSETH:

1. SCOPE OF PROJECT. The City agrees to provide to the Owner a forgivable loan in the amount of \$250,000.00, subject to an award to the City by HUD of \$250,000.00 in HOME Program Funds. Owner agrees to use the funds to acquire and develop ten (10) residential units to provide affordable rental housing to very low- and low- income persons located within the City of Decatur.
2. DEFERRED FORGIVABLE LOAN.
 - a. The City has approved a deferred forgivable loan, in favor of Owners in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), upon the terms and conditions set forth in the Promissory Note, Mortgage and Security Agreement, and HOME Program Deed Restriction, hereto attached as Exhibits A, B, and C, respectively, and herein incorporated by this reference (hereinafter referred to as the "Loan").

- b. The proceeds of the Loan shall be used by the Owner exclusively for the purpose of development of twenty (20) HOME rental units located at 1370 E. Carrie Lane, within the corporate limits of the City, which shall thereafter be used by the Owner exclusively as income qualifying rental properties subject to all applicable requirements of the HOME Investment Partnership Program, as it exists currently and as amended in the future.
- c. Owner shall expend loan proceeds exclusively for the development and improvements of the parcel of real property located in Decatur, Macon County, Illinois, legally described as:

Lot 1 in TKCCK Addition as per Plat recorded in Book 5000 Page 91 as of the Records in the Recorder's Office of Macon County, Illinois.
Situated in Macon County, Illinois

Commonly known as 1370 East Carrie Lane, Decatur, IL.
Parcel Identification Number: 07-07-35-477-003

(hereinafter, the "Subject Property").

- d. The use of said Loan proceeds for any property other than the Subject Property, or any improvements, without the prior written approved of the City, shall constitute a breach of this Agreement.
- 3. USE OF FUNDS. The Loan proceeds may be used only for actual costs for the Subject Property development costs, including soft costs and labor and materials, which shall be spent or obligated by Owner to bring the development into compliance with the City's Ordinances, Codes, and Housing Quality Standards, as established by the Department of Housing and Urban Development, the International Property Maintenance Code, and all other applicable City building and housing codes. The loan proceeds shall be used as described in Owners' proposal dated March 25, 2021, hereto attached and incorporated as Exhibit D, and specifically for eligible project costs for the Subject Property.
 - 4. ADDITIONAL FUNDING REQUIRED. Owner agrees to commit all necessary and additional sources of funding for the project, and shall submit sufficient descriptions of same to allow City to confirm the availability of said additional sources of funding prior to City authorizing release of the Loan proceeds. The Owner acknowledges an aggregate of \$4,555,636 in Illinois Housing Development Authority's Permanent Supportive Housing funds, \$25,000 of Andreas Foundation funds, \$100,000 of James Millikin Trust funds, \$125,000 of Macon County Mental Health Board funds, and \$30,000 of Woodford Homes, Inc. funds. Available project funds total \$5,085,636. Owners' Project Budget shall include at a minimum: \$100,000 in Land and holding and transfer Costs; \$421,375 in Construction Site Work Costs; \$2,601,951 in construction trade; \$152,000 for construction contingency; \$50,000 permits and impact fees (utility); \$621,359 for construction soft costs (architectural, engineering, legal, environmental, marketing, title and recording, survey, appraisal, and accounting, and

green certification fees); \$527,598 for developer's fees (consultants, manager, etc.); \$76,700 for financing costs; \$100,389 for reserves (operating, real estate, and replacement), \$61,000 for real estate taxes and insurance during construction, and \$423,264 for general conditions, contractor overhead, and contractor profit. (Note – developer will update these closer to closing.)

5. NOTICE TO PROCEED REQUIRED. Owner shall neither expend nor obligate funds under this agreement until a written Notice to Proceed is issued by the City. The Economic and Community Development Department shall issue a Notice to Proceed upon sufficient demonstration by Owner of all of the following conditions: 1) completion of environmental review requirements as required by the U.S. Department of Housing and Urban Development (hereinafter, "HUD") Regulations and program requirements, 2) confirmation of additional funding sources and layering subsidy approval, and 3) receipt by City of an updated title insurance policy naming the City of Decatur as additional insured.
6. TIME LIMITATIONS. City shall have no obligation to reimburse Owner for expenditures made pursuant to this Agreement, unless said expenditures shall have been incurred **within one year** from the date of the Notice to Proceed. During the construction, and during the initial occupancy phases, Owner shall provide City written monthly reports, detailing construction progress, amounts expended, and any other matters as may from time to time be reasonably required by City or applicable HUD program regulations.
7. PROPOSED PROJECT SCHEDULE.
 - a. Owner has identified the following schedule for the HOME Housing project:
 - February 22, 2022-Initial Closing
 - March 1, 2022-Potential Construction Start Date
 - December 1, 2022-(9 month schedule) Construction Finish Date
 - December 1, 2022-Rent Start
 - February 1, 2023-Anticipated Full Occupancy
 - b. Owner may request a construction extension on the schedule up to, but not to exceed, six-months. City shall be under no obligation to grant an extension absent proof by Owner of the existence of extenuating circumstances beyond Owner's control, such as weather, or material delivery delays, that Owner reasonably could not have anticipated. City shall be under no obligation to consider any request unless the same shall be in writing, setting forth in adequate detail the basis for the request. City shall promptly consider Owner's extension request and shall inform the Owner of City's decision to grant or deny Owner's request within three (3) weeks of receipt of the request.
8. OWNER'S OBLIGATIONS. Owner shall be additionally obligated to::
 - a) Maintain the property to minimum code standards of the City;
 - b) Maintain the property as residential rental property; and

c) Operate the property in compliance with all applicable rules and regulations for HOME assisted units, which shall, at minimum, continue for a **twenty (20) year** "affordability period." "Affordability period" shall be defined as the period of time equal to twenty years (unless terminated earlier pursuant to the terms of this Agreement) commencing on the date the construction is completed, and 100% of the units are leased, as measured from the date all required data regarding the leasehold interests in the units shall have been entered into HUD's Integrated Disbursement Information System, and continuing for a period of twenty consecutive years thereafter. Owners' obligation hereunder shall survive termination of this Agreement.

9. RECORD RETENTION. Both Owner and City shall maintain records for the twenty (20) year period of affordability, and an additional 5 years. Owner's obligation hereunder shall survive termination of this Agreement. As required under 24 CFR 92.508(a)(3)(i), 92.508(a)(3)(ii), 92.508(a)(3)(iii), 92.508(a)(3)(iv), and 92.508(a)(3)(xiv), the Owner's records must specify the project location, document eligible and permissible project costs for both HOME-assisted units and non-assisted units, include underwriting evaluations, copies of inspection reports, and include copies of written agreements for compliance.
10. DEED RESTRICTIONS. Owner and City shall execute a deed restriction, note, and mortgage as approved by City (hereto incorporated as Exhibits A-C), which instruments shall require Owner to maintain the properties up to minimum code standards, including lead hazard control requirements, and comply with the rental affordability requirements of 24 CFR 92.251, 24 CFR 92.355, and 92.504(c)(3)(vii).
11. TRANSFER OF AGREEMENT PROHIBITED. Owner shall neither assign nor transfer any interest in this Agreement without prior written consent of the City. Provided, however, that claims for money due or to become due Owners under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City. If for any reason the property subject to this Agreement shall be sold prior to completion of the entire affordability period, without City consent, Owner shall promptly repay the loan in its entirety, as required under 24 CFR 92.504(c)(3)(vii) Enforcement of the Agreement.
12. CAP ON FUNDING. City shall not provide financial assistance for actual costs to construct the residential units in excess of \$62,500 per unit, or an aggregate maximum of \$250,000, whichever is less.
13. INTERIM CONSTRUCTION PAYMENTS. City shall make interim construction payments (less 10% withheld), and final construction payments (not to exceed \$250,000) to Owner or their designees only upon receipt of invoices accompanied by lien waivers, and after inspection and approval by City that the work is within the scope of this Agreement, and Owner's proposal. Owner shall provide City fully executed, binding lien waivers for work performed through date of invoice, in accordance with applicable

provisions of the Illinois Mechanics Lien Act prior to interim and final payments, as required under 24 CFR 92.504 (c)(3)(viii).

14. **NON-LIABILITY OF CITY.** City does not guarantee and shall under no circumstances be responsible for work performed by Owner or Owner's contractors or subcontractors. Owners shall cooperate with all reasonable directives from City to accomplish the purpose of the HOME rental project.
15. **INDEMNIFICATION.** To the greatest extent permitted by law, Owner shall defend, indemnify, and hold harmless, the City and its agents, employees, and officers, including attorney's fees and other fees and expenses of dispute and/or litigation, from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the work performed on the Subject Property. This expressly includes negligent acts or omissions of the Owner, any contractors, agents, subcontractors, and anyone directly or indirectly employed by Owner. Owner shall defend, indemnify, and hold City harmless for losses attributable to death, bodily injury, and injury to or destruction of property including the loss of use resulting from or in its performance of this construction project. Owner release City from any and all liability arising out of or touching upon the giving or failure to give directions or instructions or any action or lack of action by the City or its agents.
16. **PRIOR AUTHORIZATION REQUIRED; PENALTIES.** City shall be under no obligation to reimburse Owners for any work performed prior to City's authorization.
17. **COMPETITIVE BIDDING REQUIRED.** Competitive bids for all work contemplated under this Agreement shall be sought, and Owner, or Owner's General Contractor shall make every reasonable effort to obtain at least two (2) itemized bids for all such work (unless self-performed by the General Contractor).
18. **FEDERAL LAW OBLIGATIONS.** Owner and Owner's General Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Copeland Anti-Kickback Act, Section 504, and Executive Order 11063. HOME funded units with a total of 12 or more units are required to pay wages as required under the Davis-Bacon Act. Owner and Owner's General Contractor shall comply with all applicable wage provisions, including but not limited to the Davis-Bacon Act (40 U.S.C. 276a-27a-5), and shall make reasonable efforts to secure bids from women and minority contractors. The Owner and the Owner's General Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR part 5).
19. **SECTION 3 OBLIGATIONS.** Owner and Owner's General Contractor shall comply with applicable federal procurement requirements and follow Section 3 practices. Section 3 is a provision under the Housing and Urban Development Act of 1968. The purpose is to ensure employment and other economic opportunities generated by the financial assistance shall, to the greatest extent feasible, and consistent with the Federal, State, and local laws and regulations, be directed to low- and very low-income persons,

particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low-income persons. Monthly reports, 24 CFR 75.25, shall be provided identifying any and all actions taken to follow Section 3. Actions to report include outreach efforts to generate job applicants, training or apprenticeship opportunities, technical assistance to Section 3 workers, job fairs, and efforts to support work readiness and retention, and more. Reports shall include the number of labor hours worked, total number of hours worked by Section 3 workers, total number of labor hours worked by "Targeted Section 3 workers. Reporting shall include the Owner, and all of its contractors and subcontractors.

20. **CONFLICTS OF INTEREST.** No person who exercises or has exercised any functions or responsibilities with respect to the project assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to the activities may obtain a financial interest or financial benefit from the HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity or the proceeds from such activity, either for themselves or those with whom they business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. A covered person applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or the Owner.
21. **CITY APPROVALS REQUIRED.** City shall review bid specifications and submitted bids, to verify adequate competitive bid process prior to Owner or Owner's General Contractor awarding any contract for work to be performed under this Agreement. Owner shall make no changes to any bid specifications submitted for City review and approval, without the prior written approval of the City.
22. **SAFE AND SANITARY CONDITIONS.** Owner shall maintain the premises and each rental unit within the premises in a safe and sanitary condition. The premises shall be maintained in compliance with all applicable City Building, Plumbing, Electrical and Mechanical Codes currently and as amended. Owner further agrees to observe and comply with all rules, regulations, statutes, ordinances and laws, now in force or which may be enacted during the term of this Contract by any municipality, county, state or federal authorities having jurisdiction over the premises. Owner shall schedule and City shall conduct an annual inspection of the premises to determine compliance with the terms of this Agreement. Should the property be in violation of any such codes, laws, regulations, ordinances, or rules, the owner will be given a period to correct the violation and request an inspection. Should the second inspection result in a finding of such violations still existing; the City, in its sole discretion, may extend the period to correct the issue. The owner may be charged a re-inspection fee. Frequency of inspections: the first on-site ongoing inspection must occur within 12 months after the project completion. An inspection must be conducted at least once every year

thereafter. If any deficiency is identified, a follow-up on-site inspection is required within twelve (12) months. Health and safety deficiencies identified during the inspection must be corrected immediately and more frequent inspections may be scheduled for the property at the City's discretion. Owner must submit an annual certification to the City certifying that the building and all HOME-assisted units in the project are suitable for occupancy. HOME assisted units must be inspected every two years by the City.

23. NON-DISCRIMINATION. Owner shall not discriminate against prospective tenants based on receipt of, or eligibility for, housing assistance under any Federal, State, or local housing assistance program. Owner shall not discriminate against prospective tenants with whom a minor child or minor children will reside.
24. NO RELIGIOUS PURPOSES. Owner shall not use any funds provided under this Agreement for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 92.504 (c)(3)(x).
25. AFFIRMATIVE MARKETING PRACTICES. Owner shall exercise affirmative marketing practices to locate and recruit prospective tenants, including, but not limited to, use of commercial media, community contacts, and signage. Affirmative marketing is to promote fair housing to ensure outreach to attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status, or disability. Affirmative marketing requirements apply to projects which target persons with special needs. Owner shall provide annual documentation of efforts to advertise and solicit for applications, including affirmative marketing.
26. EQUAL OPPORTUNITY. Owner shall display the "Equal Opportunity" logo or sign in every advertisement-soliciting tenants. Owner must maintain a written tenant selection plan, and follow such tenant selection plan. The lease must be at least one year in length. The "Lease" cannot contain prohibitive provisions (see 24 CFR 92.253). Termination of tenancy or refusal to renew leases shall be preceded by 30-day notice specifying the grounds for such action.
27. SPECIAL OUTREACH PROVISIONS. Owner shall inform, and solicit applications from, persons in the housing market area who are not likely to apply for housing without special outreach, including community organizations, churches, employment centers, fair housing groups, and housing counseling agencies. Owner acknowledges that under 24 CFR 92.351(a) (1), affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance.
28. RENTAL REQUIREMENTS. Owner shall comply with such guidelines for establishing and requiring monthly rental payments as shall be from time to time identified and required by City as required under 24 CFR Part 92. Owner shall comply with such procedures for increasing monthly rental payments, as shall be from time to time identified and required by City under HUD regulations including 24 CFR Part 92.

29. **TENANT FINANCIAL CERTIFICATIONS.** Owner shall obtain income information from each prospective Low- or Very Low-Income Tenant, prior to admission to the residential unit, and issue a certification of income ("Certification"). Owner shall annually submit Certification for tenants for all HOME funded residential units. Owner shall obtain documentation which supports the Certification, and shall retain such documentation and Certification for a minimum of five years. Owner shall permit annual or bi-annual inspections of all units by employees, agents, or representatives of City. As required under 24 CFR 92.252(f)(2), the City will review the Certifications for compliance each year and approve or disapprove the Certification each year.

30. **MAXIMUM RENTS.** The applicable maximum rents which Owner may charge for units on the property subject to this agreement shall be as stated on the chart below, as modified annually by HUD:

2021 HOME Program Rents

PROGRAM	Efficiency	1 BR	2BR	3BR	4BR	5BR	6BR
Low HOME Rent Limit	509	614	772	927	1035	1141	1247
High HOME Rent Limit	509	614	772	1069	1111	1278	1444
Information Only:							
FMR	509	614	772	1069	1111	1278	1444
50% Rent Limit	625	669	802	927	1035	1141	1247
65% Rent Limit	791	849	1022	1172	1288	1402	1516

The applicable maximum household income levels for households eligible to rent units in the subject property shall be as stated in the chart below, as modified annually by HUD:

**DECATUR, ILLINOIS
FY 2021 Adjusted HOME Income
Adjusted according to family size**

The following 2021 Adjusted HOME Income is based on statistical calculations made by HUD for the City of Decatur. The income presented at 30%, 50%, 60%, and 80% is effective **June 1, 2021**.

Family Size	1	2	3	4	5	6	7	8
30% Limits	14,450	16,500	18,550	20,600	22,250	23,900	25,550	27,200
Very Low Income	24,050	27,500	30,950	34,350	37,100	39,850	42,600	45,350
60% Limits	28,860	33,000	37,140	41,220	44,520	47,820	51,120	54,420
Low Income	38,500	44,000	49,500	59,450	59,350	63,750	68,150	72,550

31. COMPLIANCE WITH PART 92. Owner shall comply with all of the provisions of HUD regulations identified in 24 CFR Part 92, as now written or subsequently amended.
32. ANNUAL TENANT SURVEY. Owner shall conduct, and submit to City, an annual tenant survey, in a manner prescribed by City, describing the socioeconomic characteristics of the tenants, and the monthly rent and utility charged for each unit.
33. OPEN RECORDS. Owner shall make their books and records available for inspection by an authorized representative of City. Owner's obligation is further described in 24 CFR 92.504 C.
34. RECAPTURE. Owner is advised that all amounts recaptured as a result of the property being sold or transferred prior to the conclusion of the affordability period shall be used by City only for other HOME eligible projects and shall not be used by City for planning or administrative costs.
35. COMPLIANCE WITH HUD PROGRAM. Owner shall comply with all Federal laws and regulations regarding the HOME Investment Partnership Program, and with all policies and procedures established by the City necessary to administer and monitor the program.
36. AFFORDABILITY PERIOD REQUIRED. To the greatest extent permissible under law, the affordability period restrictions included in this Agreement shall remain in full force and effect until released by City at the end of the twenty-year affordability period. In the event the property shall be foreclosed upon, or transferred in lieu of foreclosure, prior to the end of the affordability period, the entire amount of the loan shall be immediately due and payable.
37. CITY TERMINATION. City may terminate this Agreement for any of the following reasons effective immediately without advance notice:
- a) Owner has furnished any statement, representation or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete; or
 - b) City determines that the actions or failure to act, by Owner, their agents, employees, contractors, or subcontractors have caused, or reasonably could cause jeopardy to health or safety.
38. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for the City to declare Owner in default of their obligations under this Agreement:
- a) Owner fails to perform, to City's satisfaction, any material requirement of this Agreement, or are in violation of a material provision of this Agreement;

- b) City reasonably determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur;
- c) Owner fails to make substantial and timely progress toward performance of the Agreement;
- d) Owner becomes the subject of any bankruptcy or insolvency proceeding; terminates or suspends their operations; or becomes for any reason financially insolvent or unable to pay their bills;
- e) Owner, or any of its agents, contractors, or subcontractors, has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, or orders when performing within the scope of this Agreement; or
- f) Owner or any of its employees, agents, contractors, or subcontractors has engaged in any conduct that has or may expose City to liability, as determined in City's sole discretion.

39. NOTICE TO CURE DEFAULT. In the event of any Default by Owner, City shall provide written notice to Owner requesting that the breach or noncompliance be remedied within the period, not to exceed 90 days (unless further extended by the City), or as specified in the City's written notice to Owner. If the breach or noncompliance is not remedied by the date provided in the written notice, the City may either: i) immediately terminate the Agreement without additional written notice; ii) enforce the terms and conditions of the Agreement, and seek any legal and equitable remedies, or iii) declare all amounts paid hereunder immediately due and payable, and terminate City's obligation to make additional payments hereunder.

40. NOTICES. Any notice required under this Agreement shall be sent via US Mail to the following addresses:

TO OWNER: Carrie Lane Supportive Housing LLC
c/o Woodford Homes, Inc.
Attn: Tim Macken, MCMHB Administrator
132 South Water, Suite 604
Decatur, IL 62523

TO CITY: CITY OF DECATUR
Attn: Director, Economic & Community Development Dept.
One Gary K. Anderson Plaza
Decatur, IL 62523

41. **TRANSFER BY OWNER.** If Owner's interest in the property shall be in any way transferred without City's prior written consent, Owner shall become obligated to promptly repay all Loan proceeds received, and this Agreement shall be immediately terminated.
42. **FAILURE TO MAINTAIN.** If Owner fails to comply with the property maintenance standards or affordability period requirements set forth herein, and such failure is not cured within the cure period in Section 38, Owner shall become obligated to promptly repay all Loan proceeds received, and this Agreement shall immediately thereafter be terminated.
43. **CONFLICTS OF INTEREST PROHIBITED.** No officer, employee or agent of the City who exercises any functions or responsibilities with respect to the carrying out of the program shall have any interest, direct or indirect, in this Agreement or proceeds thereof as prescribed in 24 CFR 92.356 Section F and Section 85.36.
44. **OWNERSHIP RESTRICTIONS.** No member or delegate of the Congress of the United States and no resident Member of Congress or Member of the Decatur City Council shall be admitted to any share or part of this Agreement, or to any benefits to arise here.
45. **COMPLETE AGREEMENT.** This Agreement, along with the attached Note, Mortgage, and Deed Restriction, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, with respect to such matters, and shall not be amended or modified except by written instrument signed by all parties.
46. **NO JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship between the parties hereto. Each party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party shall have the authority to enter into any contract of create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
47. **SEVERABILITY.** This Agreement shall be construed in accordance with and subject to the laws of the State of Illinois and the United States. Any provision of this Agreement officially declared void, unenforceable, or against public policy shall be ignored and the remaining provisions of the Agreement shall be interpreted, so far as possible, to give effect to the Parties' intent. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

48. NON-WAIVER. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

49. PARAGRAPH TITLES. All Section titles used in this Agreement are for convenience only and do not define, qualify, or limit the contents of any section and shall not be used in interpreting particular provisions thereof.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed, the day and year first above written.

THE CITY OF DECATUR, ILLINOIS:

CARRIE LANE SUPPORTIVE HOUSING LLC:

By: Woodford Homes, Inc., its member

By: Authorized City Staff

Date

Signature of Timothy F. Macken, Executive
Director Date

Attest:

City Clerk Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of the Vacant Building at 1566 N Church

ATTACHMENTS:

Description	Type
COUNCIL MEMO	Cover Memo
RESOLUTION	Resolution Letter
EXHIBIT A	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-8

February 22, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve’s
Trucking for the Demolition of the Vacant Building at 1566 N Church
and 305 W. Macon.

SUMMARY RECOMMENDATION: Staff recommends approval of the
attached resolution authorizing execution of agreements for demolition of said
dwellings.

BACKGROUND: The buildings at 1566 N. Church and 305 W. Macon were put
out to bid, along with four other properties. These are the two properties that
crossed the threshold for council approval. The other four properties are: 1187 W.
Green (Hutchins Excavating, \$11,900), 1220 E. Leafland (\$10,800, Parkland
Environmental), 652 W. Macon (Hutchins Excavating, \$12,500) and 660 W.
Macon (JRH Services, \$11,550).

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor;
Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl
“Pat” Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE'S TRUCKING FOR
THE DEMOLITION OF THE VACANT BUILDING AT
1566 N. CHURCH**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1566 N. Church, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of \$26,300 for 1566 N. Church be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of \$26,300 for 1566 N. Church.

PRESENTED and ADOPTED this 22nd day of February 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Property - 1566 N Church		Steve's Trucking	Parkland Environmental	AJ's Custom Contracting	JRH Services	Dary Burnett Concrete	Hutchins Excavating
		Decatur, IL	Springfield, IL	Decatur, IL	Decatur, IL	Decatur, IL	Decatur, IL
Bid Date: 2/15/2022 Time: 10:00 a.m.							
Description	QTY	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Demolition of Property -							
1566 N Church							
Demolition	1	\$25,800.00	\$10,200.00	\$12,700.00	\$20,250.00	\$19,500.00	\$19,900.00
Asbestos	1	\$0.00	\$27,500.00	\$27,553.00	\$20,800.00	\$23,500.00	\$27,553.00
Plumbing	1	\$500.00	\$500.00	\$499.00	\$500.00		

\$47,453.00

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EXHIBIT A

Project Name: Demolition of Property - 305 W Macon		Steve's Trucking Decatur, IL	Dary Burnett Concrete Decatur, IL	Parkland Environmental Springfield, IL	JRH Services Decatur, IL	Hutchins Excavating Decatur, IL
Bid Date: 2/15/2022 Time: 10:00 a.m.						
Description	QTY.	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Demolition of Property - 305 W Macon						
Demolition	1	\$25,516.00	\$27,550.00	\$23,600.00	\$46,000.00	
Asbestos	1	\$2,600.00	\$2,600.00	\$9,000.00	\$2,600.00	
Plumbing	1	\$500.00	\$0.00	\$7,000.00	\$5,000.00	
TOTAL		\$28,616.00	\$30,150.00	\$39,600.00	\$53,600.00	\$55,650.00

No Bid:
Schwarze Farms
AJ's Custom Contracting

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of the Vacant Building at 305 W. Macon.

ATTACHMENTS:

Description

RESOLUTION

Type

Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR
THE DEMOLITION OF THE VACANT BUILDING AT
305 W. MACON**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 305 W. Macon, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$28,616 for 305 W. Macon be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve’s Trucking for their total bid price of \$28,616 for 305 W. Macon.

PRESENTED and ADOPTED this 22nd day of February 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description

Type

Civil Service Commission Minutes of
December 7, 2021

Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
December 7, 2021

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Sarah Creek
COMMISSIONER Todd Ray
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
ABSENT: COMMISSIONER Sheri Hagen and COMMISSIONER Tony Wilkins

Call to Order

Chair Spain called the meeting to order at 11:31 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the November 2, 2021 regular meeting were presented. Commissioner Ray moved that the November 2, 2021 regular meeting minutes be approved, seconded by Commissioner Creek and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Ray moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees, seconded by Commissioner Creek, and upon call of the roll, Commissioners Ray, Creek, and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Ray moved to return to Open Session, seconded by Commissioner Creek, and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Promotional Register for Equipment Operator, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Police Patrol Officer, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Engineering Tech II, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Job Announcement & Establish Eligible Register for Service Worker, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- D. Approval of Office Support Representative Job Description, Commissioner Creek moved the Approval be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- E. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings, Commissioner Ray moved the Approval be received, placed on file and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

F. Receiving and Filing of Personnel Actions

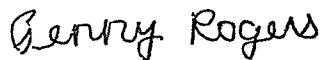
Commissioner Ray moved that the appointments, oral reprimand, civil service status requests, requests for leave, relinquish positions, probationary extension, probationary resignations, resignation, retirements and rescind retirement be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

Acting Secretary Rogers asked the Commissioners to reschedule the January 4, 2022 meeting because the Fire Captain Promotional Register will not be ready in time for this meeting, and the Fire Department has requested the Commission not wait until the February meeting to certify the register. Ms. Rogers will contact the Commissioners about possible dates for rescheduling.

There being no other business, Commissioner Ray moved to adjourn the meeting, seconded by Commissioner Creek and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:54 a.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

City Clerk

DATE: 2/16/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution affirming and determining the need for confidentiality of certain minutes of closed meetings.

BACKGROUND: Twice a year the City Council is required to review past executive session minutes and determine if any are ready for release as an open record. Staff has performed this review and recommends that minutes or portions of closed minutes from past executive sessions will remain closed.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2022-_____

**RESOLUTION APPROVING AND DETERMINING THE NEED FOR
CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS**

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto require confidential treatment and are not available for public inspection until further order of the Council.

Section 3. That pursuant to Section 2.06 (c) (1) of the Open Meetings Act, the City Clerk is authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

Presented and Adopted this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Exhibit A
(Minutes NOT to be Released)

1999

February 8, 1999

2000

July 24, 2000

2006

January 17, 2006

March 20, 2006

May 1, 2006

May 15, 2006

June 5, 2006

June 19, 2006

July 3, 2006 (1 of 2 sets)

September 5, 2006

November 6, 2006

November 20, 2006

2009

March 16, 2009

May 4, 2009

May 18, 2009

June 15, 2009

July 6, 2009

December 7, 2009 (2 sets)

2003

April 21, 2003

May 27, 2003

June 2, 2003

August 4, 2003

August 18, 2003

October 20, 2003

December 15, 2003

2007

January 22, 2007

March 5, 2007

May 7, 2007

June 18, 2007

September 17, 2007

2010

March 1, 2010

March 15, 2010

April 19, 2010

May 3, 2010

June 7, 2010

September 20, 2010

December 20, 2010

2011

January 18, 2011

March 7, 2011

October 3, 2011

December 5, 2011

2004

April 5, 2004

June 7, 2004

October 18, 2004

2008

February 4, 2008

April 7, 2008

April 21, 2008

May 5, 2008

May 19, 2008

June 2, 2008

June 16, 2008

June 30, 2008

July 21, 2008

July 28, 2008

August 4, 2008

September 2, 2008

September 15, 2008

October 6, 2008

2012

June 4, 2012

July 30, 2012

September 17, 2012

November 5, 2012

2005

January 18, 2005

February 21, 2005

Exhibit A
(Minutes NOT to be Released)

2013

January 7, 2013

June 3, 2013
June 17, 2013

July 15, 2013
August 5, 2013
September 16, 2013
November 18, 2013
December 2, 2013

2014

January 21, 2014
February 3, 2014
May 19, 2014
August 4, 2014
November 3, 2014

2015

April 20, 2015
May 18, 2015
June 1, 2015
August 17, 2015

August 31, 2015
September 14, 2015
October 5, 2015
October 19, 2015
November 16, 2015

2019

March 4, 2019
December 2, 2019

2016

July 5, 2016
October 3, 2016
November 7, 2016
December 5, 2016

2017

April 3, 2017
April 17, 2017
April 26, 2017
May 15, 2017
September 5, 2017

2018

February 5, 2018
March 5, 2018
March 19, 2018
June 12, 2018
July 2, 2018

December 9, 2018

2020

March 16, 2020
July 20, 2020
November 2, 2020
December 7, 2020
December 21, 2020

Exhibit A
(Minutes NOT to be Released)

2021

June 7, 2021

August 9, 2021

August 30, 2021

November 1, 2021

City Clerk

DATE: 2/10/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Owen Majeres and Mark Laughery to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Owen Majeres	Electrical Commission	12/1/2024
Mark Laughery	Electrical Commission	12/1/2024

Dated this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

City Clerk

DATE:

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Dan Kline to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Dan Kline

Electrical Commission

12/1/2024

DATED this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 22nd day of February, 2022.

Julie Moore Wolfe, Mayor

City Manager

DATE: 2/11/2022

MEMO: 2022-02

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, January, 2022

ATTACHMENTS:

Description	Type
Fire, January, 2022	Cover Memo
Police, January, 2022	Cover Memo
Public Works, January, 2022	Cover Memo
IT, January, 2022	Cover Memo
Economic & Community Development, January, 2022	Cover Memo



DECATUR FIRE DEPARTMENT
MEMORANDUM
2022-02

February 8, 2022

TO: Scot Wrighton, City Manager

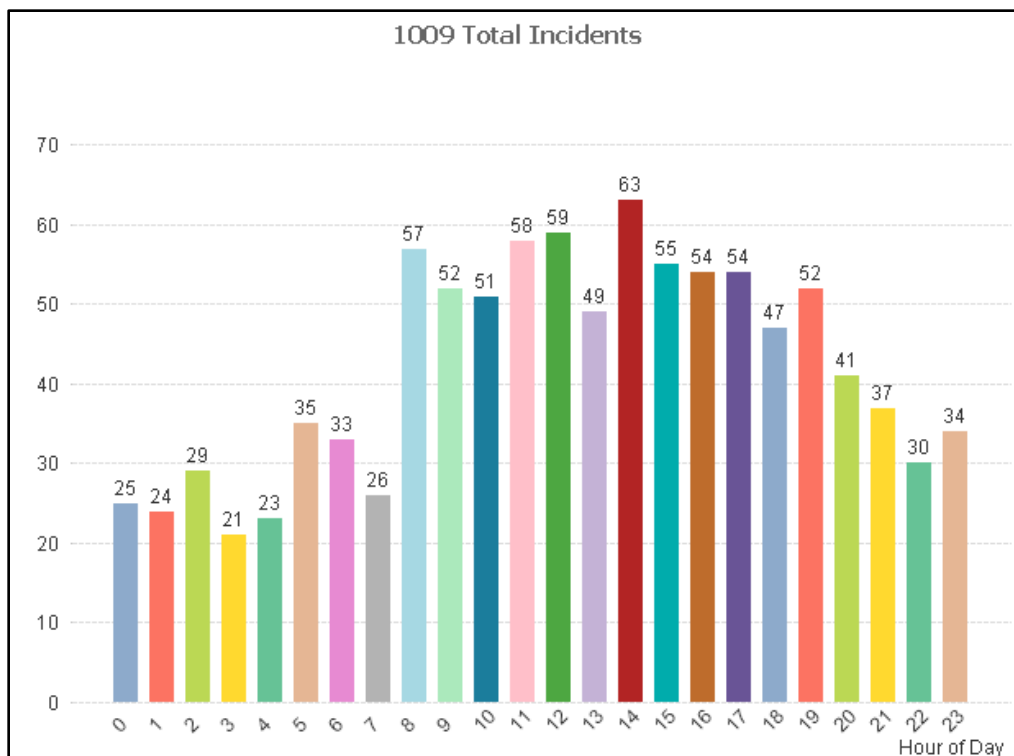
FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – January 2022

The fire department responded to 1009 alarms in January compared to 908 alarms in January 2022. The majority of alarms are EMS in nature; however, there were 14 structure fires in January.

The required COVID testing of firefighters is having an early impact on the budget. To date, the department has spent \$38,272.00 in overtime. During the same period last year the department spent \$13,820.00 in overtime. The quarantine guidelines from the CDC are the driving factor in the overtime increase. This is an area that will be monitored by the department moving forward.

One of the reserve engines (E8) was taken to Pierce Manufacturing in early January to have electrical repairs fixed. The two reserve engines (E8 & E9) have been out-of-service for most of the last year. Engine 8 should be returned in a couple of weeks, and the repaired ladder truck is scheduled to return at the same time. The department also purchased a used rescue truck from the Boston Fire Department to be used for Special Operations alarms. The vehicle will replace a 1997 vehicle the department currently uses.



TRAINING:

Monthly EMS training through the Target Solutions training site: All members completed course work and review of Adult Cardiac Emergencies A02 Cardiopulmonary Arrest, A03 Chest Pain, A05 Atrial Fib/Flutter-Stable/Unstable, A11 Tachyarrhythmia Stable, and A12 Tachyarrhythmia Unstable.

All members navigated through the SCBA Confidence Course at Station 1. This required members, dressed in full PPE, to navigate through obstacles with no visibility. Obstacles required members to shift/adjust their air packs and on occasion remove their SCBA while maintaining constant contact and control with straps and regulator assembly. All obstacles had to be completed while following a hose line and maneuvering through entanglements.

Most companies attended Ameren's Live Wire Training at our Regional Training Center. All companies completed department fit testing of SCBA masks, N-95's and P-100 masks. Company Officer Training Consisted of NFPA 1851 Cancer Related Risks of Firefighting. All members completed company drills; Response Territory Familiarization, driver training, and pre-plan inspections.

FIRE PREVENTION DIVISION: No report

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton**

FROM: Shane Brandel

RE: January 2022 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month staffing was 138. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Police Chief	1	
Deputy Chief	3	
Police Lieutenant	4	
Police Sergeant	17	
<u>Police Patrol Officer</u>	<u>113</u>	
TOTAL	138	Budgeted: 148

9 of the 138 are either at the Police Training Academy or in the Field Training Program

Zero retirements expected in February.

Civilian-Non Sworn Police Staffing

At the end of month staffing was 13. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Administrative Secretary	1	
Crime Analyst	2	
Sr. Clerk Typist	2	
Records Supervisor	1	
Parking Enforcement	2	
Part-time FOIA Officer	2	
<u>Community Liaison Officer</u>	<u>3</u>	
Total	13	

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	2	2
Directed Patrols	17	17
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	45	45
Criminal Arrests	224	224
Felony Drug Arrests	12	12
Firearms Seized	18	18
Traffic Citations	475	475
Field Interviews	69	69
Written Warnings	161	161
Calls for Service/CAD incidents	3582	3582
Unlawful Use of Motor Vehicle tows	76	76
Driving Under the Influence Arrests (DUI)	18	18
DUI involving accidents	6	6
Fatal Accidents	1	1
Traffic Accidents	225	225
Accidents with Personal Injury	24	24
City Ordinances Arrests	2	2

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
1	1	5	5

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	2217 grams	2217 grams @ \$10-gram	\$22,170
Cocaine-Powder	309.6 grams	309.6 grams @ \$100-gram	\$30,960
Cocaine-Crack	36 grams	36 grams @ \$100-gram	\$3,600
Heroin	1 grams	1 grams @ \$300-gram	\$300
Ecstasy	0 hits	0 hits @ \$20 hit	\$0
Meth	30.6 grams	30.6 grams @ 100-gram	\$3,060
K-2/Pills:	0 pills	0 pills	
Search Warrants: 7		YTD: 7	
US Currency Seized: \$25,756		YTD: \$25,756	
Firearms seized: 13		YTD: 13	
Vehicles seized: 3		YTD: 3	
Arrests:13		YTD: 13	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 92	YTD: 92
Cases closed/resolved: 68	YTD: 68
Criminal Arrests: 34	YTD: 34
Homicides: 1	YTD: 1
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 0	YTD: 0
Missing Person Investigations: 5	YTD: 5
Computer forensic Exams: 1	YTD: 1

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 168 YTD: 168

Freedom of Information (FOIA)

The Professional Standards Unit received 228 Freedom of Information Act requests for the month.

Total requests YTD in 2022 is 228.

U.S. Marshall's Great Lake Task Force

Felony Arrest:	32	YTD: 32
Misdemeanor Arrests:	1	YTD: 1
Total:		TTD: 33

**Public Works Department
Monthly Report
January 2022**

Engineering:

2021 Water Main Replacement Project:

Month Activity: No work was completed in January.

Project Background: The project was designed by engineering staff; the 2021 project is in three locations.

The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of water main on Rea's Bridge Rd near the bridge across Lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead-time on pipe; pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work will not start in South Shores until late winter or early spring due to the delay in materials and after mid-November, the streets will not be able to be restored with asphalt in a timely manner.

2021 State Motor Fuel Tax - Asphalt

Month Activity: No work was completed in January.

Project Background: The project was designed and advertised by engineering staff on June 2, 2021 with bids received on June 16, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on July 6, 2021. Paving is completed between Cantrell and Lake Shore Drive with the section between Wood and Eldorado to be deferred until the spring of 2022.

2021 State Motor Fuel Tax – Concrete and Brick

Month Activity: No work was completed in January.

Project Background: The project was designed by engineering staff and advertised on May 12, 2021 with bids received on May 24, 2021. Kinney Co had the lowest responsive bid; the contract was approved on June 7, 2021. The project includes concrete patching on Airport Rd north of Rt 36, MacArthur north of Ash, and 27th St North of Kile. It also includes repair of Main St between Oakland and Fairview. All concrete patching is complete. The contractor has received the brick but due to concerns of freezing temperatures, the project has been delayed until the spring of 2022. The work should take three weeks to complete.

Country Club Road Reconstruction Project:

Month Activity: No work was completed in January.

Project Background: The project was designed and advertised by engineering staff on July 7, 2021 with bids received on June 21, 2021. Dunn Company as the lowest responsive bid and the contract was awarded on August 2, 2021. The asphalt paving was completed in October. The work remaining in the spring is utility adjustments.

Center Street Bridge Replacement:

Month Activity: No work was completed in January.

Project Background: The design was completed by WHKS with bids received by IDOT on March 5, 2021. The bids were higher than the engineer's estimate and the City Council

approved concurrence on April 5, 2021 to approve Sangamo's bid for \$1,595,148.92. IDOT awarded the Bid to Sangamo in April and the preconstruction was on April 28, 2021.

Construction started in May of 2021. Sangamo removed the existing structure and build the low water level river crossing for construction on the new structure. Sangamo has completed the abutments, center pier, beams and deck. Sangamo completed the bridge parapet wall, guardrail and striping in November, which allowed the bridge to open on November 24. Final restoration and seeding will be completed in the spring.

2021 Trenchless Long Lining

Month Activity: Insituform is preparing the final report for submittal in February.

Project Background: The project was designed and advertised by engineering staff on July 14, 2021 with bids received on August 4, 2021. The project is located at various locations around town using scoring determined by the City's CCTV program. The City received three bids with Insituform providing the lowest responsive. The project was awarded to on August 16, 2021. The work was completed in December.

2021 Storm Drainage Improvement Project

Month Activity: No work was completed in January.

Project Background: The project was designed and advertised by engineering staff on June 14, 2021 with bids received on July 8, 2021. The project is at various locations in need of repair or improvement. The City received three bids with Entler Excavating providing the lowest responsive. The project was awarded by City Council to Entler Excavating on July 19, 2021. Approximately 50% of the work has been completed. Two locations are on hold due to the lead-time of the PVC pipe. The manufacturer currently will not provide an estimated delivery date on

the pipe. The pipe material cannot be changed due to IEPA requirements.

2021 CDBG Sidewalk Improvement Project

Month Activity: The project is complete.

Project Background: The project was designed and advertised by engineering staff on July 26, 2021 with bids received on August 11, 2021. The project is scheduled to repair sidewalks to ADA standards on Wood St, Jasper St, and Cantrell St around the perimeter of the Johns Hill Neighborhood Project. The City received two bids with Entler Excavating providing the lowest responsive bid. The project was awarded on August 16, 2021. Work is complete on Jasper and Wood Street.

Meadowlark Bridge Replacement Project

Month Activity: No work was completed in January.

Project Background: The final plans were approved by IDOT in October. The project was advertised on October 28 with bids due November 18. Kinney Contractors provided the low bid for the project. The project was awarded on December 6th Council meeting.

MUNICIPAL SERVICES MONTHLY DATA 01/01/2022-1/31/2022

TASKS	QUANTITY	MANHOURS	OTHER INFO
CD Cleanups		276 HR	
Home Secures		30 HR	
City Property Cleanups		90 HR	
Abatements (weed & brush)		6 HR	
Stump Removal	86 each		
Tree Trimming	5 each		
Tree Removal	712 in Dia.		
Storm Damage		1 HR	
Misc. / Forestry		42 HR	
Municipal Service Center Maintenance		38 HR	
Ditching			
Sewers Jetted			
Sewers De-rooted			
Street Sweeping			
Spray Patcher			
Pothole Patches Repairs	1,984	410 HR	
Street Repairs(Asphalt)			
Snow Fence			
SS Utility Cuts Driveway			
SS Utility Cuts Pavement			

SS Utility Cuts Sidewalk			
Water Dept. Cuts Driveway	1.70 SQ. YDS.	2.5 HR	
Water Dept. Cuts Pavement	(14 cuts) 226.8 sq. yds	399 HR	
Water Dept. Cuts Sidewalk	145 SQ. FT	11 HR	
Water Dept. Cuts Curb/Gutter			

Water Production Division
Monthly Activity Report
January 2022
 (Updated information in bold text)

DeWitt County Wellfield Improvements: Work began on a Request for Qualifications and Proposals (RFQP) for these improvements. Submittals will be due in March.

Lake Decatur Landscape Maintenance: There was no activity this month.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 612.7 feet (86% full) which is normal for January.

Lake Decatur Watershed Management Plan: The City has been unofficially notified that it will receive a \$100,000 IEPA Section 319 grant this year. Northwater Consulting is preparing this year's USDA Regional Conservation Partnership Program (RCPP) grant application, continuing implementing the watershed water quality monitoring network and prioritizing site specific water quality improvement projects (also called Best Management Practices or BMPs) to be implemented this year.

Oakley Sediment Basin: Work began on a RFQP for drainage improvements. Submittals will be due in March.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. **The 2021 monitoring summary for this outcome was provided to the City Council.**

South Water Treatment Plant East Clarifiers to Claricones Conversion: Plocher Construction began submitting shop drawings for Crawford, Murphy & Tilly (CMT) approval. Construction is tentatively scheduled to begin in March.

Water Production: Continued analyzing water quality samples for the Lake Decatur Watershed Management Plan monitoring. 585.53 million gallons of potable water were pumped into the water distribution system, which was 8.19% more than January 2021.

January 2022

Water Services:

Staff repaired 33 water main failures, 22 water services and 5 fire hydrants. Inspected 70 system valves, 3 fire hydrants and completed 1,227 Utility Billing service orders and 28 miscellaneous distribution system orders.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2022
January

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Completed POTS (plain old telephone service) copper service line conversation to Verizon Wireless access to traffic controllers. Order to disconnect old telephone service lines has been submitted.
- Participated in the evaluation of bids to replace the City's emergency dispatch system run by the Central Illinois Regional Dispatch Center.
- Began process of replacing twelve older police car computers with new equipment purchased from Midwest Public Safety. Old equipment is no longer serviceable.
- Began discussions with the Buffet Foundation concerning three new buildings being built on the southeast corner of Business 51 and Grove Road. Desire is to have them connected to the City Fiber Network at completion.
- Evaluating some documentation tools for the City's Fiber Optic Network.
- Started deployment of replacement computers for all Fire Station command stations. Upgrades will complete in February of 2022.
- Worked with Finance to revamp the employee documentation database called Employee Explorer including updated reporting.
- IT staff worked with Payroll to generate year end forms for 2021 (W-2,1099-R, 1099-NEC).
- Continued testing of the version 2019 MUNIS ERP System upgrade. Working through some performance issues.
- Continued evaluation of eSignature products for the city to be used by various citizen facing computer-based interactions requiring a signature.
- Evaluating Citizen Interaction application software to establish a better way for citizens to communicate with the City of Decatur and vice versa.
- Due to the ground being frozen, the Fiber Optic Grant project has been paused.
- Continuing to evaluate several different outsourcing and management opportunities for the City Website.
- In January, IT processed 87 Help Desk tickets, resolving 45 on the initial call (51.7% First Call Resolution Rate).

**COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
JANUARY 2022**

PLANNING AND DEVELOPMENT DIVISION

For the month of January, the Planning and Development staff processed and reviewed commercial site plans and other development submittals. We have adapted to doing some reviews of digital submittals of site plans and other materials.

In January, staff in conjunction with other city departments reviewed twelve (12) submittals broken down by review type below:

Commercial Plan Review	3
Demolition Permit	3
Cellular Tower Review	3
Sign Permit	2
Subdivision Plat	1

We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments.

We are also handling the sale and acquisition of City owned property in furtherance of Community Revitalization. The majority of the vacant lots sold have been acquired by adjacent homeowners interested in expanding their outdoor living space with some of the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
0	45	\$29,150

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2022
0	2

BUILDING INSPECTIONS DIVISION

For January, we issued a total of 80 permits broken down by permit type below. Of those, we had three (3) permits with a value of over \$500,000. The Division performed 201 inspections and 11 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	13	\$28,645,692
Residential Building	1	66,000
Demolition	12	203,739
Electrical	15	83,079
Mechanical	5	33,550

Plumbing	20	49,765
Roof	11	112,714
Pool	0	0
Fence	1	4,254
Sign	2	15,500
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	80	\$29,214,293

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, demolitions, and exempt activities.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- Staff continues working with Dove Financial Assistance using American Rescue Program (ARP) funds to assist residents with rent/mortgages and utilities.
- Staff continues to work with our land bank to rehab or acquire various properties.
- Staff continues to work with Project READ and OKO as subrecipients for the public service funding from CDBG.
- Staff is working with Public Works on a CDBG sidewalk project for the Johns Hill area. Work is 95% complete.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- City of Decatur continues to work with Community Investment Corporation of Decatur (CICD) as a sub recipient to assist small businesses with mortgage/rent and utilities. No numbers were available for assistance in January.
- Staff began discussions on Garbage and Recycling.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff continues work on the IHDA Single family Rehab grant and Strong Communities Grant.
- Staff continues providing technical assistance to a local neighborhood organization who is interested in being a Community Housing Development Organization (CHDO).
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- The City has partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a new group home project. The overall project cost is about 4 million. Staff completed the environmental review and is waiting for approval to move forward.
- Staff continues working to close out the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. The program will resume in the spring. Partners include: Block by Block, Shemilah Outreach Center, Southside Improvement Association (SIA) and Coalition of Neighborhood Organizations (CONO).
- Staff continues working with HUD CPD-Chicago to ensure compliance with a multi-rental complex.
- Staff partnered with a local nonprofit to assist families during the Christmas season. City staff volunteered through donations and time.

- Staff is working with Key Strategic to develop a plan (Macon County & the City of Decatur) on our Workforce Development ecosystem.
- Staff met with Greenwood Neighborhood Association to discuss safety, capacity and assistance.
- Staff is working with a local lender on a pilot program within the Johns Hill Neighborhood.
- Staff met with outside agencies, i.e. Dove, DMCOC dba Empowerment Opportunity Center, CICD, OKO, CoC, Homeless Advisory Council, Shemilah Outreach, Decatur Community Partnership, SIA neighborhood group, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of January 2022.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION MONTHLY REPORT JANUARY 2022

NEW CASES	
Health & Safety (72 Hour)	79
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	33
No Garbage Service	4
Nuisance	154
Secure of Abandoned Buildings	20
Weeds	0
TOTAL	333

DEMOLITIONS	
Year-to-Date Demolished	36
New Cases	4
Sent to Legal	0
Sent to Council	7
Out to Bid	8
Contracts Granted	0
Contract Amount	0
Permits Issued	0
Permits Finaled	3
Active Demolitions	209

RE-INSPECTION VISITS	
Code Enforcement	874
Weeds	0
TOTAL	874

GARBAGE SERVICE COMPLAINTS	
Received	63

INVOICES*	
New Invoices	61
Dollar Amount	\$17,409.01

CASES SENT TO LEGAL FOR COURT	
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Code Enforcement	32
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	
	0

PAYMENTS RECEIVED**	
Weeds	\$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.