



**Tuesday, February 21, 2023
5:30 PM
City Council Chamber**

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 6, 2023 City Council Meeting

IV. Unfinished Business

1. Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur
2. Ordinance Adding City Code Chapter 66.1 Regulation of Lake Decatur Boating
3. Ordinance Adding City Code Chapter 66.2 Regulation of Lake Decatur Docks

V. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing Support of Tax Increment Financing
3. Resolution Adding Territory to the Decatur Macon County Enterprise Zone - Lewis Property Development and Rentals
4. Resolution Adding Territory to the Decatur Macon County Enterprise Zone - Garfield School Site and Jasper/Grand Area (Durfee Site)
5. Resolution Accepting the Tech Electronics of Illinois, LLC Quote to Install a Security Access System at the Municipal Services Center
6. Resolution Authorizing a Water Tank Maintenance Cost Extension with Utility Service Company, Inc., for the Division Street Elevated Water Tank
7. Resolution Authorizing a Water Tank Maintenance Cost Extension with Utility Service Company, Inc., for the Garfield Avenue Elevated Water Tank
8. Resolution Authorizing a Renewal Agreement with Itron Analytics Cloud Hosting Services

9. Resolution Authorizing an Agreement with the State of Illinois for Improvements to IL 121 (Mt.Zion Road) from its Intersection with US 36 to the Edge of City Limits, City Project 2022-15, Section No. 22-00215-00-TL
10. Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvements to IL 121 (Mt.Zion Road) from its Intersection with US 36 to the Edge of City Limits by Municipality Under Illinois Highway Code, City Project 2022-15, Section No. 22-0215-00-TL
11. Resolution Approving Sub-Recipient Agreement with Dove Inc. for Rent, Mortgage and Utility Assistance Utilizing CDBG-CV Funds
12. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 3007 Tempe Drive
 - B. Ordinance Annexing Territory 3008 Tempe Drive
 - C. Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete
 - D. Resolution Authorizing Action Regarding Unsafe Structures
 - E. Receiving and Filing of Minutes of Boards and Commissions
 - F. Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

VI. Other Business

VII. Adjournment

Monthly Reports, January, 2023

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

ATTACHMENTS:

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

CITY COUNCIL MINUTES
Monday, February 6, 2023

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

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

Mayor Moore Wolfe pulled the following two Council items from the Council agenda: Resolution Authorizing a City-State Agreement with Illinois Department of Commerce and Economic Opportunity for the T/CCI Manufacturing Project and Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Robert Smith, Abeer Motan and Jeremy Ruderman.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the January 9, 2023 City Council Study Session were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Councilwoman Dana Ray abstained from the vote. Mayor Moore Wolfe declared the motion carried.

The minutes of the January 17, 2023 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 Dana Ray, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-11 Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group DBA JL Hubbard Insurance and Bonds Agency for Employee Benefit Broker and Advisory Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2023-12 Resolution Authorizing Approval of Proposal from Crossing Healthcare and Heritage Behavioral Health Center for Use of Opioid Settlement Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council members regarding fund disbursements.

Council members David Horn and Dana Ray recused themselves from the discussion.

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

R2023-13 Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 Regarding High School Student Use and Transit Fares, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mass Transit Administrator Lacie Elzy gave a brief overview of the Resolution and answered questions from Council members regarding Transit ridership numbers.

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

R2023-14 Resolution Authorizing a Change in Bus Fares for Decatur Public School District #61 High School Students, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-15 Resolution Authorizing the Execution of an Agreement for Professional Services Related to Solar Development with CQI Associates, LLC and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Deputy City Manager Jon Kindseth gave a brief overview of the Resolution and answered questions from Council members regarding costs savings and incentives.

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

R2023-16 Resolution Accepting Bid from Flooring Oasis Incorporated for Providing and Installing New Carpet on the First Floor of the Decatur Public Library, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2023-17 Resolution Accepting Grant from the Illinois Housing Development Authority Home Repair and Accessibility Program, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Cordaryl “Pat” Patrick, Economic and Community Development Director spoke about the program and answered questions from Council members concerning the amount of money available versus the number of applicants and providing status updates to applicants.

Councilman Kuhle exited the Council Chamber at 6:07 p.m.

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

R2023-18 Resolution Authorizing Agreement between City of Decatur, Illinois and Central Illinois Land Bank Authority Regarding Housing Assistance Programs, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Councilman Kuhle returned to the Council Chamber at 6:10 p.m.

Mr. Cordaryl “Pat” Patrick, Economic and Community Development Director gave an overview of the Resolution and answered questions from Council members concerning administrative costs.

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

R2023-19 Resolution Authorizing American Rescue Plan Act (ARPA) Funds and HOME Investment Partnership Funds for the Redevelopment of Garfield School, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Cordaryl “Pat” Patrick, Economic and Community Development Director spoke about apartment costs, sources of funding, demand and eligibility requirements for applicants.

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

R2023-20 Resolution Approving Uses of Unallocated CDBG-CV Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-21 Resolution Authorizing an Agreement between the City of Decatur, Macon County, and Central Illinois Regional Dispatch Center to Share Costs Related to Computer-Aided Dispatch Software, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Interim Police Chief Brad Allen gave an overview of the Resolution.

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

R2023-22 Resolution Authorizing Professional Services Agreement - Lisa Bonnett, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton introduced Jennifer Gunter, Watershed and Lake Manager.

Ms. Gunter, Watershed and Lake Manager, gave an overview of the Ordinance and explained the reason for separating Lake Decatur Regulations into three separate chapters.

Ms. Wendy Morthland, Corporation Counsel clarified how violations concerning shoreline erosion could be enforced.

Council members held a discussion concerning fees, reorganization of the codes and public input.

Councilwoman Gregory made a motion to table Ordinances Amending City Code Chapters 66, 66.1 and 66.2 Regulation of Lake Decatur, Regulation of Lake Decatur Boating and Regulation of Lake Decatur Docks until additional information is provided by city staff at the next City Council meeting; seconded by Councilman Culp.

Council members continued their discussion on allowing additional time for citizen feedback concerning the language changes in the Ordinances.

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

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

Item A. R2023-23 Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials

Item B. R2023-24 Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate

Item C. R2023-25 Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe

Item E. R2023-26 Resolution Approving the Transfer of 1421 East Orchard Street, Decatur, Illinois from Woodford Homes, Inc. to Old King's Orchard Community Center

Item F. 2023-06 Ordinance Amending Ordinance No. 2023-04 Annexing Territory Danceland Addition

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

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

Deputy City Manager Kindseth answered questions from Council members concerning Transit ridership numbers on Sundays.

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 Dana Ray, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:04 p.m.

Approved _____
Kim Althoff
City Clerk

Public Works

DATE: 2/13/2023

MEMO: 2023-10

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur

SUMMARY RECOMMENDATION:

City Council adopt the attached ordinances amending and adding the following chapters to the City Code:

1. Amending City Code Chapter 66 Regulation of Lake Decatur.
2. Adding City Code Chapter 66.1 Regulation of Lake Decatur Boating
3. Adding City Code Chapter 66.2 Regulation of Lake Decatur Docks

BACKGROUND:

For various reasons several sections of Chapter 66 require updating. Some of the reasons are to update definitions, job titles, minor State of Illinois regulatory changes and other insignificant items. These reasons are self-explanatory and not addressed in this memo. Additionally, Northwater Consulting, the City's Watershed Management Plan consultant, recommends the inclusion of additional lake management and protection regulations. An overview of these regulations was presented to the City Council by Northwater Consulting in May of 2021.

Chapter 66 is currently 37 pages long which makes it difficult for the public and City staff to find specific boat and dock regulations. Therefore, the proposed Chapter 66 amendments separate it into 3 separate codes:

Chapter 66 Regulation of Lake Decatur
Chapter 66.1 Regulation of Lake Decatur Boating
Chapter 66.2 Regulation of Lake Decatur Docks

Major amendments by chapter and section number are listed below:

CHAPTER 66 – Regulation of Lake Decatur

Section 4.B. – Over many decades, property owners adjacent to City owned lake property have made both minor and major improvements on the City owned property. Some improvements have been properly permitted and some have not. To enhance lake management and protection, Northwater Consulting recommends that the City expand the list of improvements requiring permitting. These improvements are listed in Section 4.B.

Section 4.C. – Enhances the City’s ability to remediate lake shoreline erosion on non-City owned property.

Section 20. – Currently this section allows blinds and pits to be used for waterfowl hunting although no permitted hunters use pits on City owned lake property. Since pits are shallow excavations that would negatively impact the environmental and aesthetic quality of the City property, it is recommended that they no longer be allowed. Pits are not currently being used.

Section 30. – This section has been simplified and amended to include numerous changes to State of Illinois fishing regulations since 2012. Since these changes are already regulated and enforced by the State, they do not alter what Lake Decatur fishermen are already required to abide by.

Section 35 – Due to significant increases to the Consumer Price Index in 2022 and 2023, language has been added to this section so that the City Council must authorize any annual Lake Decatur permit fee when the CPI is 5% or higher. However, for year 2023, the increase will be 2.51 percent.

CHAPTER 66.1 – Regulation of Lake Decatur Boating

Section 4.M.- Updated the definition of no-wake in the definition section. It clarifies a no wake speed to be defined as the speed at which a boat does not produce a wake, not to exceed 5 miles per hour. This language coincides with the Illinois Department of Natural Resources regulations.

Section 4.R.- Updated language that follows the Illinois Department of Natural Resources regulations in regard to operating a boat under the influence of alcohol or drugs.

Section 4.S. – Changes the boat no wake speed limit from “10:00 P.M. to sunrise” to “1 hour after sunset to sunrise”. This change was recommended by the Illinois Department of Natural Resources District Conservation Police Officer for safety reasons. The change also automatically adjusts seasonally so that boaters have more time to travel at greater than wake speed in the summer when days are longer. The change is also similar to Lake Springfield and Lake Bloomington regulations.

Section 6.B. – If a boat needs to be removed by City staff from the lake the old fee was \$50.00 and will increase to \$100.00.

Section 7 – Update language to include Boating Safety Certificate regulations that follow the Illinois Department of Natural Resources regulations.

Section 8 – Updates the Personal Flotation Device language to universal terms that follows the Illinois Department of Natural Resources and State of Illinois Boating Regulations.

Section 12. E.- A boat may be kept or used on or in the Lake without a permit for a period of twenty-four (24) hours. The day pass fee is proposed to increase from \$10.00 to \$15.00 a day.

Section 14.A. – Ice boating yearly fee to increase from \$35.00 to \$50.00.

Section 14.B. – Ice boating for a 3-day temporary permit is proposed to increase from \$15.00 to \$25.00.

Section 15 – Due to significant increases to the Consumer Price Index in 2022 and 2023, language has been added to this section so that the City Council must authorize any annual Lake Decatur permit fee when the CPI is 5% or higher. However, for year 2023, the increase will be 2.51 percent.

CHAPTER 66.2 – Regulation of Lake Decatur Docks

Section 2.A. – Currently, the Lake Supervisor issues permits for docks along the lake but if there is construction on City owned lake front property above and beyond the typical dock install, a building permit will be required through the City Building Inspection Department.

Section 2.C. – Currently, this section allows property owners adjacent to Lake Decatur to grant up to 3 easements to property owners within 500 feet of the lake to construct boat docks. In order to enhance economic development near the lake, it is proposed that property owners adjacent to the lake may grant up to 2 easements to property owners within 1,200 feet of the lake. Northwater Consulting recommends the discontinuance of these easements to conserve the lake's shoreline and aesthetics, therefore the number of easements is proposed to be reduced from 3 to 2.

Section 2.D. – Currently, there are no boat dock length and width dimension restrictions. In order to conserve the lake's shoreline and aesthetics, Northwater Consulting recommended that reasonable dimensions be enacted. The dimensions are similar to Lake Springfield regulations.

Section 2.P. – If a dock needs to be removed by City Staff the fee will increase from \$50.00 to \$100.00. If the City holds the dock in custody the fee increases from \$10.00 per day to \$25.00 per day.

Section 2.W. – Prohibits the use of docks for living quarters or places of residence.

Section 2.X. – In unincorporated areas adjacent to the lake, this section requires that initial or new dock permits not be allowed unless the unincorporated property adjacent to the proposed dock is annexed into the City, unless the City Manager or designee determines in writing that the unincorporated property does not require annexation. This would normally not be required if the property is remote from City services that would be difficult for the City to provide or if it is within another incorporated area.

Section 8 – Due to significant increases to the Consumer Price Index in 2022 and 2023, language has been added to this section so that the City Council must authorize any annual Lake Decatur permit fee when the CPI is 5% or higher. However, for year 2023, the increase will be 2.51 percent.

LEGAL REVIEW:

These documents were submitted to the Legal Department for final review on January 17 and January 27, 2023.

PRIOR COUNCIL ACTION:

City Code Chapter 66 Regulation of Lake Decatur (Chapter 66) has been amended numerous times since it was first created many decades ago. The most recent significant amendments were adopted in 2012.

City Code Chapter 66, 66.1 and 66.2 were presented and tabled at the February 6, 2023, City Council meeting.

POTENTIAL OBJECTIONS: None foreseen

INPUT FROM OTHER SOURCES:

Illinois Department of Natural Resources and Northwater Consulting. Additionally, at the last City Council it was requested that staff solicit community input. to this end, City staff identified three Facebook pages dedicated to boating/enjoyment of the Lake where residents might be interested in the Chapter 66 proposed changes. They were “Fun on Lake Decatur”, the “Lake Decatur Boaters Group”, and “Decatur Lake Patrol” which is a City-owned Facebook page.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt and Jennifer will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:

It is desired that these amendments be authorized in February so that the changes can be published and distributed with the 2023 boat and dock permit bills. Staff has recommended a 2.51% increase for the 2023 year.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur	Ordinance
Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur Additions and Deletions	Backup Material

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

-CHAPTER 66-

REGULATION OF LAKE DECATUR

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

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property or any portion thereof which touches, adjoins, is contiguous, adjacent or against, directly borders, is directly next to or lies next to any portion of any length of Zone A.

B. Dock Shore Line Zone 1 is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. Dock Shore Line Zone 2 is that shore line located to the west and south of Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. Dock Shore Line Zone 3 is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. Drainage Area shall refer to that area of land or water over which the City has jurisdiction that drains to the Sangamon River above the Decatur public water supply dam.

F. High Water Mark shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. Intake shall mean the place where the water supply for the City is taken into the conduit or pipe from the reservoir.

H. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

I. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

J. Rea's Bridge shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

K. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

L. Shore Line means the extended point where the plane of the surface of the waters of the reservoir touches the land.

M. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. Watercourse shall mean any stream, channel, or natural or artificial spring of any kind in which water flows continuously or intermittently over any part of the drainage area into any part of the reservoir directly or indirectly.

P. William Street Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

(Amended, Ordinance 2017-05, February 6, 2017)

2. ZONES DEFINED.

A. Zone A shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

B. Zone B shall consist of that portion of the drainage area within 100 feet of the high water mark around the reservoir and within the same distance of said high water mark of any of its tributaries extending upstream (following the channel of the stream) and a distance of one-half mile from the high water mark upstream of said tributaries, and shall include at certain places all

land extended from the 100 foot limit to the top of the bluffs and to the end of ravines where slopes are steep.

C. Zone C shall consist of territory within 100 feet of Zone B as specified.

D. Zone D shall constitute the territory within 500 feet of Zone C as specified.

E. Zone E shall constitute the remainder of the drainage area.

3. **TRESPASSING ON DAM.** No person shall, at any time, go onto or be upon the Lake Decatur dam across the Sangamon River, the dam spillway, water intake structure or the Sangamon River downstream of the Lake Decatur dam for a distance of 300 feet for any purpose except as directed or permitted by the City in the operation of City business. (Amended, Ordinance 2017-05, February 6, 2017)

4. **PROPERTY ADJACENT TO LAKE.**

A. Employees of the Lake Services Section of the Public Works Department are hereby authorized to perform all the duties and responsibilities of Parking Meter Checker, at the direction of the Chief of Police, but only as to those City-owned or City-leased premises directly adjacent to Lake Decatur. (Amended, Ordinance 2017-08, February 6, 2017)

B. The use of City owned property abutting Lake Decatur is restricted to maintaining an unpaved footpath to access the lake. Certain other uses and activities may be allowed after the acquisition of the appropriate permit(s) by the City including, but not limited to docks, ramps, stairs, structures, pools, hot tubs, hard surface footpaths, fire pits, fencing, retaining walls, shoreline stabilization, vegetation and tree removal.

C. Shoreline erosion in Zone A shall require remedial action by the abutting property owner. All shoreline erosion control and stabilization work shall require a permit from the City prior to the start of construction.

5. **BUILDINGS PROHIBITED.** No buildings or any structure, tent, camp car or trailer, whether for habitation or otherwise, shall be built or maintained within the limits of Zones A, B or C unless upon permit in writing by the City. No permit will be granted except upon proof of ability to comply with the provisions of Section 6 of this Chapter.

6. **DEPOSIT OF WASTE.**

A. No human wastes or excreta shall be deposited or stored in any manner whatever in Zone A. Such wastes in Zones B and C shall be deposited or stored in one of the following ways:

(1) In a water tight receptacle equipped with a power driven pump or ejector for emptying the same through water tight pipes or conduits only into a public sewer or a sewage treatment plant or septic tank located in Zone D, or at a point outside the restricted zone;

(2) An approved chemical toilet;

(3) An Imhoff-sprinkling filter unit or other method of final treatment, provided that no septic tank shall be placed closer than 200 feet to the high water mark nor any Imhoff-sprinkling filter unit or other method of final treatment closer than 165 feet to said high water mark.

B. Any method chosen for deposit of waste, as provided herein, shall be maintained in good working order by the owners, and be at all times subject to the inspection of the City and its officers.

C. Any cesspool, privy, urinal, water closet or other place of depositing or storage of human excreta now situated in Zone D must be made sanitary, and comply with the plans and specifications of all laws, regulations and ordinances of governments and governmental agencies.

D. No cesspool, privy, urinal, water closet or other place for depositing or storing human excreta shall hereafter be constructed within Zone D until a permit in writing has been obtained from the City.

E. No sewer or drain conveying sewage or other putrescible wastes shall be constructed in Zones A, B, C or D until a permit in writing has been obtained from the City. All such installations must be approved by the Public Works Director or designee both before and after installation. (Amended, Ordinance No. 2017-08, February 6, 2017)

7. **DISCHARGE OF WASTE.** House slops, sink wastes, laundry or like wastes of any other kind shall not be discharged at any point in Zones A, B or C. In Zone D such slops and wastes other than that including human excrement may be disposed of beneath the ground surface or in such manner that it shall not cause or threaten pollution of the reservoir or any tributary watercourses.

8. **POLLUTION IN ZONE A.** No person, firm or corporation shall permit the territory known as Zone A, or water situated therein, to be used, kept or maintained so as to cause pollution of the water in the reservoir.

9. **COMMERCIAL OR INDUSTRIAL WASTE.** No filth, decaying or putrescible matter, unsanitary waste products or polluted liquid from any factory, slaughter house, creamery, dairy or milk handling plant, mill, cannery, garage, or similar establishment of any kind, shall be discharged in such manner as to drain directly into the reservoir or its tributaries within the drainage area so as to threaten or cause pollution or nuisance.

10. **INTERNMENTS.** No internment shall be made in any cemetery or other place of burial within Zones A, B, C or D or in Zone E within 1,500 feet of Zone A below the William Street Bridge.

11. GARBAGE AND ANIMAL MANURE.

A. No garbage, manure or other unsanitary putrescible refuse of any kind shall be thrown into the reservoir or onto or into the ground at any point in Zones A and B, or in Zone C, except animal manure and commercial fertilizers for agricultural and horticultural purposes.

B. No animal manure or commercial fertilizer for agricultural purposes shall be spread on the ground within Zones C and D in such quantities as to cause or threaten pollution of the reservoir or any tributary watercourses.

C. No dead animal or fish of any kind, or any part thereof, shall be thrown into the reservoir or tributary watercourses or on the ground or buried in Zones A, B or C, or buried in Zone D, which will result in or threaten pollution of the reservoir or tributary watercourses.

12. ANIMAL YARDS.

A. No stable, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals, or any other place where dung and urine accumulate, shall be constructed or maintained within Zones A or B, or in Zone C below Oakley Bridge, except on the written approval of the City.

B. No stables, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals or any other place where dung and urine accumulate, shall be located, constructed or maintained in Zone C or Zone D so as to threaten pollution of the reservoir or any tributary watercourses.

13. WASHING; BURNING. No animals of any kind or clothing or other articles shall be washed in the reservoir or tributaries thereof. The burning of trash, garbage or offensive material is prohibited on any portion of Lake Decatur and adjacent areas owned by the City of Decatur.

14. **DEPOSIT OF DEBRIS.** No person, firm, or corporation shall deposit, or cause or permit to be deposited, any debris or other materials such as, but not limited to, construction materials, concrete, trees, brush, weeds, soil or paint into Lake Decatur or any adjacent areas owned by the City of Decatur or so as to cover, disturb, or destroy any City maintained property on or near the Lake.

15. **BREACH OF THE PEACE.** It shall be unlawful for any person on or in the Lake, whether boating, swimming or otherwise, to do any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace, or to cause or permit in any manner loud and raucous sounds to be audible as such to any other craft, premises, or residence on or near the Lake.

16. **SWIMMING.** Swimming out of boats is allowed only in no wake areas, within 25 feet of boats. Swimming out of boats is prohibited in areas adjacent to Dock Shore Line Zones 1 and 2, all boat ramps, bridges and navigational channels. Diving "head first" is prohibited in all lake locations. Swimming from bridges, bridge piers, or bridge approaches is prohibited. Skin diving or scuba diving is prohibited except that permission may be granted by the Lake Supervisor or designee to a certified diver. The owner of any property adjacent to the lake shall permit no swimming from the adjacent property of children under the age of 16 years unless an adult who is an expert swimmer is present. No person shall swim from any adjacent property without owner's consent. There shall be no swimming from such adjacent property beyond 50 feet from shore. Swimming, skin diving or scuba diving, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

17. **INFECTIOUS DISEASES.**

A. No person or persons having any communicable or infectious disease or skin infection shall bathe or swim in Lake Decatur.

B. All persons using Lake Decatur for bathing and swimming purposes shall use the same so as not to create unsanitary conditions in or about said waters, so as not to pollute said waters, or make them unwholesome or unfit for use.

18. **CITY AUTHORITY.** The City shall at all times have and retain full power and authority to prohibit, limit or restrict bathing, swimming, boating, skiing, hunting and fishing in said Lake Decatur and its tributaries thereto for the purpose of preventing, suppressing, or arresting any epidemic or any communicable or infectious disease or for the purpose of safety to persons or property, or for the purpose of preserving the public water supply.

19. **HUNTING.** Hunting on Lake Decatur is hereby prohibited except the hunting of water fowl in season on that portion of Lake Decatur upstream from the Basin 6 sediment trap.

(Amended, Ordinance 2017-05, February 6, 2017)

20. **BLINDS DEFINED.** A blind shall mean any cover, whether natural vegetation or a structure, used for concealment by anyone in an act of hunting migratory waterfowls.

21. **LOCATION OF BLINDS.** No person shall establish or use any blind for the hunting of migratory water fowl on Lake Decatur except above the Basin 6 sediment trap, which blind shall not be set up within 200 yards of any other blind. No blind shall be built within 300 yards of any building, bridge, roadway or developed area of public access.

(Amended, Ordinance 2017-05, February 6, 2017)

22. **PERMITS FOR BLINDS.** No such blind shall be established on Lake Decatur, on property of the City adjacent to such Lake, or on any property from which a person fires a weapon

over such Lake or Lake property, until a written permit therefore has been first obtained from the Lake Supervisor or designee.

23. APPLICATION FOR BLINDS. Applications for permits to construct blinds as required in Section 22 herein shall be made upon forms to be furnished by the City and shall be accompanied by an initial fee of:

	Effective: March 1, 2022
Blind initial fee	\$57.50

for each new permit and a fee of:

	Effective: March 1, 2022
Blind annual fee	\$50.00

for all other blinds. (Amended Ordinance 2014-05, March 3, 2014)

24. ONE PERMIT. No person shall obtain more than one permit to construct a blind as required in Section 22 herein.

25. PERMIT NOT TRANSFERABLE. Permits obtained in accordance with Section 22 herein are for privileges personal to the permit holder and are not transferable and no blind shall be used by other than the permit holder without written permission of the permit holder thereof.

26. REGULATIONS FOR BLINDS.

A. Construction of a blind shall be completed by opening day of the first Fall Central Zone waterfowl season as established by the Illinois Department of Natural Resources.

(Amended, Ordinance 2017-05, February 6, 2017)

B. Any blind site not registered and with payment received by the Finance Department on opening day of the first Fall Central Zone waterfowl season of that year is hereby declared open and available for registration by another person.

(Amended, Ordinance 2017-05, February 6, 2017)

C. Any and all material left on an unregistered blind site becomes the property of the City of Decatur to be removed and disposed of at the expense of the last registered owner.

D. A blind permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation concerning blinds or hunting duly established hereunder or any other hunting ordinance or statute the violation of which occurred on or adjacent to Lake Decatur.

E. When a permit for a blind has been revoked, no permit shall be issued to the former permit holder for a period of one (1) year thereafter.

F. Any permit may in the discretion of the Lake Supervisor or designee be revoked, terminated or temporarily suspended as deemed necessary for the public good or safety.

G. A City-furnished permit number plate shall be displayed on the front of the blind when unoccupied; the permit holder shall affix thereto a decal or sticker evidencing payment of the permit fee for the then current year.

27. **DISCHARGING FIREARMS.** The discharge of firearms on or over Lake Decatur is forbidden except for the hunting of water fowl in season as permitted herein.

28. **AIRCRAFT.** The landing of aircraft is hereby prohibited on Lake Decatur.

29. **CAMPING.** Any person or persons using the drainage area of Lake Decatur for picnic, camping or other recreational purposes shall keep the premises neat and clean, pick up and remove in a satisfactory manner all paper, garbage, rubbish and debris, and before leaving the premises put out any fires made by such person or persons. Picnics and camping are prohibited below the high water level.

30. **FISHING.**

A. Fishing and the taking of aquatic life from boats is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known

as U.S. Route 51. Fishing and the taking of aquatic life from the Lake Decatur dam, dam spillway, spillway rocks and water intake structure is prohibited.

(Amended, Ordinance 2017-05, February 6, 2017)

B. No person shall take, catch, or attempt to take or catch, any fish or aquatic life in the reservoir by any method whatsoever except as set forth in 515 ILCS 5/1-1 et. seq. and 17 IL Admin. Code Parts 805, 810, 830, 860, 870, 875, 880, 885. Species limits specified in the aforementioned Illinois Compiled Statute and Illinois Administrative Code citations must also be abided by.

C. The taking of any fish or aquatic life from the Lake for commercial use or resale is allowed only with prior written approval by the Lake Supervisor or designee.

D. It shall be unlawful to use, set or place or control any bank lines, bank poles, limb lines, trotlines, snag lines, fishing jugs or any similar devices in, on or adjacent to Lake Decatur.

E. All persons using Lake Decatur for the taking of any fish or aquatic life shall use the same so as not to create any unsanitary conditions in or about Lake Decatur or so as not to pollute Lake Decatur and make it unwholesome or unfit for use.

F. Nothing herein enumerated in subsections (A) to (E) inclusive of this section, shall apply to or be construed to prevent or penalize anything done or caused to be done by the City or by agents of the Department of Natural Resources of the State in protecting or caring for the reservoir or the aquatic life therein.

(Amended, Ordinance 2017-05, February 6, 2017)

31. **ICE SKATING AND ICE FISHING.** No persons shall skate or otherwise be upon the ice of Lake Decatur except that persons may skate and ice fish within fifty (50) feet of an authorized dock in Dock Shore Line Zone 3 with the permission of the owner. Ice skating is allowed on Bayview Cove which is located north of Cantrell Street, south of Bayview Drive and

Irving Drive, east of North Country Club Road, and west of Lake Ridge Avenue. Ice skating is also allowed on Sand Creek Cove which is located north of Grove Road, south of South Shores Drive, east of Southland Road and west of Shoreline Drive. No person shall operate a motorized vehicle on the Lake ice except for emergency purposes.

(Amended, Ordinance 2017-05, February 6, 2017)

32. PENALTIES.

A. Any person, firm or corporation who shall violate any of the provisions of Section 6, 7, 8, 9, 10, 11, 12, 13 or 14 of this chapter shall be fined not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense, and 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 Section 4 subparagraph B of this chapter shall be fined not less than Twenty Five Dollars (\$25.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance 2017-05, February 6, 2017)

C. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter not enumerated in subparagraph A and B above shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.

33. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

34. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

35. ANNUAL PERMIT FEE ADJUSTMENT. Effective March 1, 2017, and continuing annually on March 1 thereafter, all permit fees contained in Section 23 of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 2023 for which the increase will be by 2.51 percent, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended Ordinance 2014-05, March 3, 2014)

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 66

REGULATION OF LAKE DECATUR

(Adopted Ordinance 2012-12, April 2, 2012)

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property or any portion thereof which touches, adjoins, is contiguous, adjacent or against, directly borders, is directly next to or lies next to any portion of any length of Zone A.

B. Dock “Shore Line Zone 1” is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. Dock “Shore Line Zone 2” is that shore line located to the west and south of Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. Dock “Shore Line Zone 3” is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. “Drainage Area” shall refer to that area of land or water over which the City has jurisdiction that drains to the Sangamon River above the Decatur public water supply dam.

F. “High Water Mark” shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. “Intake” shall mean the place where the water supply for the City is taken into the conduit or pipe from the reservoir.

Revised 04/2022

H. “Lost Bridge” shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

I. “Oakley Bridge” shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

J. “Rea's Bridge” shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

K. “Reservoir” shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

L. “Shore Line” means the extended point where the plane of the surface of the waters of the reservoir touches the land.

M. “U.S. Route 36 Bridge” shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long

Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. "U.S. Route 51 Bridge" shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. "Watercourse" shall mean any stream, channel, or natural or artificial spring of any kind in which water flows continuously or intermittently over any part of the drainage area into any part of the reservoir directly or indirectly.

P. "William Street Bridge" shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

~~"Front Footage" means that amount of shore line space along which a dock or pier is constructed.~~

~~"Terms" as defined by the current Boat Registration and Safety Act, Article I, 625 ILCS 45/1-2, shall also apply to this Chapter.~~

(Amended, Ordinance 2017-05, February 6, 2017)

2. ZONES DEFINED.

A. Zone "A" shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

B. Zone "B" shall consist of that portion of the drainage area within 100 feet of the high water mark around the reservoir and within the same distance of said high water mark of any of its tributaries extending upstream (following the channel of the stream) and a distance of one-half

mile from the high water mark upstream of said tributaries, and shall include at certain places all land extended from the 100 foot limit to the top of the bluffs and to the end of ravines where slopes are steep.

C. Zone "C" shall consist of territory within 100 feet of Zone "B" as specified.

D. Zone "D" shall constitute the territory within 500 feet of Zone "C" as specified.

E. Zone "E" shall constitute the remainder of the drainage area.

350. TRESPASSING ON DAM. No person shall, at any time, go onto or be upon the Lake Decatur dam across the Sangamon River, the dam spillway, water intake structure or the Sangamon River downstream of the Lake Decatur dam for a distance of 300 feet for any purpose except as directed or permitted by the to conduct City in the operation of City business. (Amended, Ordinance 2017-05, February 6, 2017)

451. PROPERTY ADJACENT TO LAKE.

AB. Employees of the Lake Services Section of the Public Works Department are hereby authorized to perform all the duties and responsibilities of Parking Meter Checker, at the direction of the Chief of Police, but only as to those City-owned or City-leased premises directly adjacent to Lake Decatur. (Amended, Ordinance 2017-08, February 6, 2017)

B. The use of City owned property abutting Lake Decatur is restricted to maintaining an unpaved footpath to access the lake. Certain other uses and activities may be allowed after the acquisition of the appropriate permit(s) by the City including, but not limited to docks, ramps, stairs, structures, pools, hot tubs, hard surface footpaths, fire pits, fencing, retaining walls, shoreline stabilization, vegetation and tree removal.

C. Shoreline erosion in Zone A shall require remedial action by the abutting property owner. All shoreline erosion control and stabilization work shall require a permit from the City prior to the start of construction.

53. BUILDINGS PROHIBITED. No buildings or any structure, tent, camp car or trailer, whether for habitation or otherwise, shall be built or maintained within the limits of Zones A, B or C unless upon permit in writing by the City. -No permit will be granted except upon proof of ability to comply with the provisions of Section 64 of this Chapter.

64. DEPOSIT OF WASTE.

A. No human wastes or excreta shall be deposited or stored in any manner whatever in Zone A. Such wastes in Zones B and C shall be deposited or stored in one of the following ways ~~here following, to-wit:~~

(1) In a water tight receptacle equipped with a power driven pump or ejector for emptying the same through water tight pipes or conduits only into a public sewer or a sewage treatment plant or septic tank located in Zone D, or at a point outside the restricted zone;

(2) An approved chemical toilet;

(3) An Imhoff-sprinkling filter unit or other method of final treatment, provided that no septic tank shall be placed closer than 200 feet to the high water mark nor any Imhoff-sprinkling filter unit or other method of final treatment closer than 165 feet to said high water mark.

B. Any method chosen for deposit of waste, as provided herein, shall be maintained in good working order by the owners, and be at all times subject to the inspection of the City and its officers.

C. Any cesspool, privy, urinal, water closet or other place of depositing or storage of human excreta now situated in Zone D must be made sanitary, and comply with the plans and specifications of all laws, regulations and ordinances of governments and governmental agencies~~said City of the Board of Health of the County of Macon or of the State of Illinois, or of equal sanitary construction.~~

D. No cesspool, privy, urinal, water closet or other place for depositing or storing human excreta shall hereafter be constructed within Zone D until a permit in writing has been obtained from the City.

E. No sewer or drain conveying sewage or other putrescible wastes shall be constructed in Zones A, B, C or D until a permit in writing has been obtained from the City. All such installations must be approved by the Public Works Director or designee both before and after installation. (Amended, Ordinance No. 2017-08, February 6, 2017)

75. DISCHARGE OF WASTE. House slops, sink wastes, laundry or like wastes of any other kind shall not be discharged at any point in Zones A, B or C. In Zone D such slops and wastes other than that including human excrement may be disposed of beneath the ground surface or in such manner that it shall not cause or threaten pollution of the reservoir or any tributary watercourses.

86. POLLUTION IN ZONE A. No person, firm or corporation shall permit the territory known as Zone A, or water situated therein, to be used, kept or maintained so as to cause pollution of the water in the reservoir.

97. COMMERCIAL OR INDUSTRIAL WASTE. No filth, decaying or putrescible matter, unsanitary waste products or polluted liquid from any factory, slaughter house, creamery, dairy or milk handling plant, mill, cannery, garage, or similar establishment of any kind, shall be

discharged in such manner as to drain directly into the reservoir or its tributaries within the drainage area so as to threaten or cause pollution or nuisance.

108. **INTERMENTS.** No interment shall be made in any cemetery or other place of burial within Zones A, B, C or D or in Zone E within 1,500 feet of Zone A below the William Street Bridge.

119. **GARBAGE AND ANIMAL MANURE.**

A. No garbage, manure or other unsanitary putrescible refuse of any kind shall be thrown into the reservoir or onto or into the ground at any point in Zones A and B, or in Zone C, except animal manure and commercial fertilizers for agricultural and horticultural purposes.

B. No animal manure or commercial fertilizer for agricultural purposes shall be spread on the ground within Zones C and D in such quantities as to cause or threaten pollution of the reservoir or any tributary watercourses.

C. No dead animal or fish of any kind, or any part thereof, shall be thrown into the reservoir or tributary watercourses or on the ground or buried in Zones A, B or C, -or buried in Zone D, which will result in or threaten pollution of the reservoir or tributary watercourses.

1240. **ANIMAL YARDS.**

A. No stable, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals, or any other place where dung and urine accumulate, shall be constructed or maintained within Zones A or B, or in Zone C below Oakley Bridge, except on the written approval of the City.

B. No stables, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals or any other place where dung and urine accumulate, shall be located, constructed or

maintained in Zone C or Zone D so as to threaten pollution of the reservoir or any tributary watercourses.

1311. **WASHING; BURNING.** No animals of any kind or clothing or other articles shall be washed in the reservoir or tributaries thereof. The burning of trash, garbage or offensive material is prohibited on any portion of Lake Decatur and adjacent areas owned by the City of Decatur.

1412. **DEPOSIT OF DEBRIS.** No person, firm, or corporation shall deposit, or cause or permit to be deposited, any debris or other materials such as, but not limited to, construction materials, concrete, trees, brush, weeds, soil or paint into Lake Decatur or any adjacent areas owned by the City of Decatur or so as to cover, disturb, or destroy any City maintained property on or near the Lake.

~~13. BOATING PROHIBITED - LAKE. Boating of any kind or character is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known as U. S. Route 51.~~

~~14. BOATING PROHIBITED - RIVER. Boating of any kind or character is hereby prohibited on the Sangamon River between the Lake Decatur Reservoir Dam and 300 feet downstream of the Dam in the City of Decatur.~~

~~(Amended, Ordinance 2017-05, February 6, 2017)~~

~~15. MOORING. No boats shall be moored in an area adjacent to the Municipal Pier at the Lake Office, except by written permit from the Lake Maintenance Supervisor or designee.~~

~~(Amended, Ordinance 2017-05, February 6, 2017)~~

~~16. BOAT HARBOR. The northern and western lake shore between U.S. Route 36 and Lost Bridge Road and the water adjacent thereto is designated the boat harbor.~~

~~17. BOATING REGULATIONS. All boats and craft in Lake Decatur shall be subject to the following regulations:~~

~~(a) No boat, craft or float shall be left in the Lake adrift, sunk or insecurely fastened.~~

~~(b) No person or persons shall take, use or board any boat, craft or dock in the Lake without permission of the owner or persons in charge.~~

~~(c) The hoist at the boat house shall not be used except under the supervision of city personnel.~~

~~(d) All boats or craft passing under bridges shall pass under the right hand arch or as directed by official signs or buoys authorized by the Lake Maintenance Supervisor or designee.~~

~~(e) No boats, craft or docks shall be constructed on Lake Decatur, or on City owned property adjacent thereto, unless permission is granted by the Lake Maintenance Supervisor or designee.~~

~~(f) All boats, craft, or docks must be removed from Lake Decatur and City owned property on or before November 15 of each year, unless written permission is granted by the Lake Maintenance Supervisor or designee.~~

~~(g) When two boats are approaching each other "head on" or nearly so (so as to involve risk of collision), each boat must bear to the right and pass the other boat on its left side.~~

~~(h) When boats approach each other obliquely or at right angles, the boat approaching on the right side has the right of way.~~

~~(i) One boat may overtake another on either side but must grant right of way to the overtaken boat.~~

~~—— (j) When a motorboat is approaching a boat propelled solely by sails or oars, the motorboat must yield the right of way to the sailboat or rowboat, except, when a large craft is navigating in a confined channel, the large craft has the right of way over a boat propelled solely by oars or sails.~~

~~—— (k) No boat or craft shall collide with, run against, strike, injure, deface, or damage any buoy, stake, sign, piling or other structure installed by the City or with the City's consent, or be anchored or moored so as to obstruct any bridge opening or approach or to obstruct the view of any buoy or navigation sign or signal.~~

~~—— (l) No boat or craft shall pass another while passing under any bridge.~~

~~—— (m) No boat or craft shall travel at a speed in excess of "no wake" speed while within 200 feet of either shore line, dock, or pier, or while passing under any bridge; for purposes of this section "wake" is defined as a movement of water created by a boat underway great enough to disturb a boat at rest.~~

~~—— (n) Racing of any boats is hereby prohibited except for special events and in no event without a permit from the Lake Maintenance Supervisor or designee. ——~~

~~—— (o) Watercraft operation:~~

~~—— (1) Careless operation. No person shall operate any water craft in a careless or heedless manner so as to endanger any person or property or at a rate of speed greater than will permit him in the exercise of reasonable care to bring the water craft to a stop within the assured clear distance ahead.~~

~~—— (2) Reckless operation. No person shall operate any water craft, specialty prop-craft, personal water craft or manipulate any water skis, aquaplane, or similar device in such a manner as to willfully or wantonly endanger the life, limb or property of any person, to weave through congested traffic, to jump the wake of another vessel unreasonably or unnecessarily close~~

~~to the other vessel or when visibility around the other vessel is obstructed, to wait until the last possible moment to swerve to avoid collision, or operate any water craft so as to approach or pass another water craft in such a manner or at such a rate of speed as to create a hazardous wake or wash.—~~

~~—— (p) All cabin boats must be inspected by the Lake Maintenance Supervisor or designee before a license is issued.——~~

~~—— (q) No bottles, cans or other refuse shall be dumped into the Lake or onto adjacent shores from any boat or craft.~~

~~—— (r) Operating a watercraft under the influence:~~

~~—— (1) A person shall not operate or be in actual physical control of any watercraft on Lake Decatur while:~~

~~(a) The alcohol concentration I such person's blood or breath is a concentration at which driving a motor vehicle is prohibited under subdivision (1) of subsection (a) of Section 11-501 of the Illinois Vehicle Code;~~

~~—— (b) Under the influence of alcohol;~~

~~—— (c) Under the influence of any other drug or combination of drugs to a degree which renders such person incapable of safely operating any watercraft;~~

~~—— (d) Under the influence of any intoxicating compound or combination of intoxicating compounds to a degree that renders the person incapable of safely operating any watercraft;~~

~~—— (e) Under the combined influence of alcohol and any other drug or drugs to a degree which renders such person incapable of safely operating a watercraft; or~~

~~————— (f) There is any amount of a drug, substance, or compound in the person's blood or urine resulting from the unlawful use or consumption of cannabis listed in the Cannabis Control Act, a controlled substance listed in the Illinois Controlled Substances Act, or an intoxicating compound listed in the Use of Intoxicating Compounds Act.~~

~~————— (2) The fact that any person charged with violating this Section is or has been legally entitled to use alcohol, other drug or drugs, any intoxicating compound or compounds, or any combination of them, shall not constitute a defense against any charge of violating this Section.~~

~~————— (s) All boats shall be subject to a no wake speed limit between the hours of 10:00 P.M. and sunrise, provided that this section shall not apply to official patrol or rescue craft.~~

~~————— (t) No motorboat shall be equipped with any motor or other propulsion machinery beyond its safe power capacity and safe carrying capacity, taking into consideration the type and construction of such motorboat and other existing operating conditions.~~

~~————— (u) It is unlawful to operate a motorboat without a mouth, hand or power operated whistle, horn or other appliance, capable of producing a blast of two seconds or more duration and audible for at least one-half mile.~~

~~————— (v) Carburetors on all engines of motorboats other than those propelled by a detachable outboard motor shall be fitted with or protected by a U.S. Coast Guard approved device for arresting backfire.~~

~~————— (w) Except for open boats, all motorboats which use fuel having a flashpoint of 110 degrees Fahrenheit or less shall have at least two ventilator ducts, fitted with cowls or their equivalent, for the efficient removal of explosives or flammable gases from the bilges of every engine and fuel tank compartment. There shall be at least one exhaust duct installed so as to extend from the open atmosphere to the lower portion of the bilge and at least midway to the bilge or at~~

~~least below the level of the carburetor air intake. The cowls shall be located and trimmed for maximum effectiveness and in such a manner so as to prevent displaced fumes from being recirculated.~~

~~—— (x) Every motorboat equipped with storage batteries shall be provided with suitable supports and secured against shifting with the motion of the boat. Such storage batteries shall be equipped with non-conductive shielding means to prevent accidental shorting of battery terminals.~~

~~—— (y) Lanyard cut-off switch. No person may operate any motor boat, including personal water craft or specialty prop-craft, which is equipped with a lanyard type engine cut-off switch unless such lanyard is properly attached to his or her person, clothes or worn PFD, as appropriate for the specific vessel.~~

~~—— (z) No person shall operate a personal water craft or a specialty prop-craft between the hours of sunset and sunrise.~~

~~—— 18. LIGHTS REQUIRED.~~

~~—— A. It is unlawful to operate any vessel less than 26 feet in length from sunset to sunrise unless the following lights are carried and displayed when underway:~~

~~—— (1) A bright, white light aft to show all around the horizon, visible for a distance of 2 miles. The word "visible" as used herein means visible on a dark night with clear atmosphere;~~

~~—— (2) A combination light in the forepart of the boat lower than the white light aft, showing green to starboard and red to port, so fixed as to throw a light from dead ahead to 2 points abaft the beam on their respective sides and visible for a distance of not less than one mile;~~

~~—— (3) Lights under International Rules may be shown as an alternative to the above requirements.~~

~~—— B. Watercraft propelled by muscular power when underway shall carry on board from sunset to sunrise, but not fixed to any part of the boat, a lantern or flashlight capable of showing a white light visible all around the horizon at a distance of two miles or more, and shall display such lantern in sufficient time to avoid collision with another water craft.~~

~~—— C. Every vessel 26 feet or more in length shall carry and display when underway such additional or alternate lights as shall be required by the U. S. Coast Guard for water craft of equivalent length and type.~~

~~—— D. Sailboats equipped with motors and being propelled partly or solely by such motors shall carry and display the same lights required for motorboats of the same class. Sailboats of less than 26 feet in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the combination running light, but not the white light aft. Sailboats 26 feet or more in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the colored side lights suitably screened, but not the white lights prescribed for motorboats.~~

~~—— E. Dinghies, tenders and other water craft, whose principal function is as an auxiliary to other larger water craft, when so operating need carry only a flashlight visible to other craft in the area.~~

~~—— F. Vessels at anchor between the hours of sunset and sunrise shall display such anchor lights as shall be required by the U. S. Coast Guard for water craft of equivalent length and type.~~

~~—— 19. BOAT LICENSURE AND REGISTRATION.~~

~~—— A. No boat or craft of any kind shall be kept or used on or in Lake Decatur, by the current owner, at any time unless the same is registered and currently licensed by the City of Decatur, as~~

provided herein, or alternatively, there is a current permit issued by the City of Decatur therefore, also as provided herein.

~~_____ B. Applications for registration, license or permit shall be made upon forms to be furnished by the City containing such information as may be required by those Departments concerned with the operation of the Lake or the policing thereof as may be reasonably required by them to administer the provisions of law or code or ordinance applicable thereto.~~

~~_____ C. Applications for initial registration shall be accompanied by a then current license.~~

~~* _____ D. Applications for license shall be accompanied by a fee as follows for each boat or craft:~~

	Effective:	March 1, 2014	March 1, 2015	March 1, 2016
Row boats, canoes, kayaks and other craft propelled by muscle power		\$22.00	\$23.00	\$24.00
Sail boats		\$37.00	\$39.00	\$41.00
Motor boats				
1-50 horsepower	\$44.00	\$46.00	\$48.50	
51-100 horsepower	\$53.50	\$56.00	\$59.00	
101-150 horsepower	\$62.00	\$65.00	\$68.50	
151-200 horsepower	\$71.50	\$75.00	\$79.00	
over 200 horsepower	\$80.00	\$84.00	\$88.00	

The horsepower of an engine is that determined by the manufacturer thereof. In case a boat or craft is so constructed or rigged to be propelled by more than one type or size of propulsion, the fee to be paid shall be the higher fee specified herein for the several sizes or types of propulsion. Boat or craft owned or operated by government agencies, and boat or craft participating in an event preapproved by the City Manager or designee, are exempt from licensing fees. (Amended, Ordinance 2017-05, February 6, 2017) (Amended Ordinance 2014-05, March 3, 2014)

~~—— E. Licenses and permits shall be evidenced by such tags, tickets, plates, decals, stickers or other such devices as may be determined by the departments concerned therewith, may be furnished by the City and shall be so affixed to and continuously displayed on the subject boat or craft for the time the same is currently in effect as may be directed by the Lake Maintenance Supervisor or designee.~~

~~—— F. A boat or craft may be kept or used on or in the Lake without a license or registration for a period of twenty four (24) hours, if a temporary permit is issued therefore and is displayed thereon, which said permits may be issued upon payment accompanying the application of Ten Dollars (\$10.00) for each boat or craft for each respective twenty four (24) hour period.~~

~~—— G. A boat or craft may be kept or used on or in the Lake without registration if the same is owned by a boat dealer licensed by the state and is used for business purposes and said dealer obtains a City license upon application accompanied by a fee of:~~

	Effective:	March 1, 2014	March 1, 2015	March 1, 2016
Boat dealer license		\$285.50	\$300.00	\$315.00

~~for not to exceed four units. (Amended Ordinance 2014-05, March 3, 2014)~~

~~—— H. Boat registration numbers shall remain with the boat upon transfer of title thereto. No part of a license fee shall be refundable, or shall fees be prorated, or licenses be transferred between boats.~~

~~—— I. Licenses shall be issued for the period of one year commencing March 1, and expire on the last day of February next after issuance.~~

~~—— 20. BOAT RENTALS. The business of renting boats for hire or carrying passengers for hire on the Lake is prohibited except as may be authorized by permit issued by the Lake Maintenance Supervisor or designee and only to those persons licensed by the State of Illinois pursuant to Illinois Revised Statutes 1985, Chapter 95 1/2, Section 317.1. All provisions of this~~

~~Chapter shall apply to such boats and craft; and all such boats or craft may be inspected by the City from time to time during their period of operation on the Lake. Any such boats or craft failing to have adequate life preservers in place as when licensed, or otherwise failing to pass inspection, shall be made to comply with the provisions hereof before further operation. No individual operator or employee or anyone operating any boat carrying passengers for hire shall be permitted to operate such boat unless he is physically fit for such duty, has adequate knowledge of the boat mechanism, is familiar with the ordinances, rules and regulations for the operation of boats on the Lake and with the commonly approved safety regulations and measures to be used in case of accident or emergency, including instructions of passengers in the use of safety equipment and their conduct in case of emergency. Each such operator or employee shall at all times be subject to an examination and approval by the City as to such qualifications; and any determination by the City as to such qualifications shall be conclusive. The provisions of this section shall apply to the owner or operator of such boat or boats or to the person, firm or corporation in whose name a permit was obtained. It shall be unlawful for an agent or employee of a permittee to allow the operation of such boat for hire in violation of this Chapter or any applicable state law. Such permit shall apply to all boats or craft rented by any person, firm or corporation and may be revoked upon evidence that the permit holder has been convicted of any violation of this Chapter or applicable State law.~~

~~21. FIRE EXTINGUISHERS. It is unlawful to operate a motorboat equipped with an internal combustion engine on the Lake without at least one U. S. Coast Guard approved fire extinguisher, so placed as to be readily accessible and in such condition as to be ready for immediate and effective use.~~

~~22. PERSONAL FLOTATION DEVICES.~~

~~——— A. It is unlawful to operate any water craft on Lake Decatur unless at least one Coast Guard approved Personal Flotation Device (hereinafter "PFD") of the following types, or their equivalent, is on board for each person: Type I, Type II or Type III.~~

~~——— B. No person may operate on Lake Decatur a water craft 16 feet or more in length, except a canoe or kayak, unless at least one Type IV Coast Guard approved PFD or its equivalent is on board in addition to the PFD's required in subparagraph (a) of this Section.~~

~~——— C. No person may operate a water craft on Lake Decatur unless each device required by this section is:~~

~~——— (1) Readily accessible;~~

~~——— (2) In serviceable condition;~~

~~——— (3) Of the appropriate size for the person for whom it is intended; and,~~

~~——— (4) Legibly marked with the U. S. Coast Guard approval number.~~

~~——— D. Approved PFD's are defined as follows:~~

~~——— (1) Type I — A Type I personal flotation device is an approved device designed to turn an unconscious person in the water from a face downward position to a vertical or slightly backward position and to have more than 20 pounds of buoyancy.~~

~~——— (2) Type II — A Type II personal flotation device is an approved device designed to turn an unconscious person in the water from a face downward position to a vertical or slightly backward position and to have at least 15 1/2 pounds of buoyancy.~~

~~——— (3) Type III — A Type III personal flotation device is an approved device to keep a conscious person in a vertical or slightly backward position and to have a least 15 1/2 pounds of buoyancy.~~

~~————— (4) Type IV — A Type IV personal flotation device is an approved device designed to be thrown to a person in the water and not worn. It is designed to have at least 16 1/2 pounds of buoyancy.~~

~~————— (5) Type V — A Type V personal flotation device is an approved device for restricted use and is acceptable only when used in the activity for which it is approved.~~

~~————— E. No person may operate a personal water craft or specialty prop craft unless each person aboard is wearing a Type I, Type II, Type III or Type V personal flotation device approved by the United States Coast Guard. No person may operate a water craft unless a Type I, Type II, Type III or Type V personal flotation device is being properly worn by each person under the age of 13 on board the water craft at all times in which the water craft is underway; however, this requirement shall not apply to persons who are below decks in totally enclosed cabin spaces.~~

~~————— F. A U. S. Coast Guard approved Type V personal floatation device may be carried in lieu of the Type I, II, III or IV personal flotation device required in this Section, if the Type V personal flotation device is approved for the activity in which it is being used.~~

~~————— 23. MUFFLERS REQUIRED.~~

~~————— A. All motorboats shall be equipped and maintained with an effective muffler or underwater exhaust system. For the purpose of this Section, an effective muffler or underwater exhaust system is one which does not produce sound levels that create excessive or unusual noise, or sound levels that are in excess of 90 decibels when subjected to a stationary sound level test as prescribed by the Society of Automotive Engineers in its procedure J2005.~~

~~————— B. No person may operate a motorboat so as to exceed a noise level of 75 decibels measured as specified by the society of Automotive Engineers in its procedure J1970.~~

~~—— C. This Section does not apply to: (1) A motorboat tuning up for or participating in official trials for a sanctioned race or regatta conducted under a permit by the Lake Maintenance Supervisor or designee; or (2) a motorboat being operated by a boat or marina engine manufacturer for the purpose of testing or development, as authorized by the Lake Maintenance Supervisor or designee.~~

~~—— D. Any person violating subsections A or B of this Section: (1) shall be required to install an effective muffler system on the motorboat in violation; and (2) shall be required to pass the sound level test prescribed by the Society of Automotive Engineers in its procedure J2005 before putting the motorboat back into use.~~

~~—— E. Any person who operates any motorboat upon Lake Decatur shall be deemed to have given consent to the test or tests prescribed in this Section to determine if the motorboat is in compliance with the provisions of this Section.~~

1524. BREACH OF THE PEACE. It shall be unlawful for any person on or in the Lake, whether boating, swimming or otherwise, to do any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace, or to cause or permit in any manner loud and raucous sounds to be audible as such to any other craft, premises, or residence on or near the Lake.

~~25. TOILETS ON BOATS. No boat or craft used or operated on the Lake shall be equipped with toilet facilities except closed chemical toilets which must be approved by the Lake Maintenance Supervisor or designee.~~

~~—— 26. OPERATION OF BOATS; ABANDONED BOATS.~~

~~—— A. Persons using or operating any boat or craft on the waters of the Lake shall do so in such manner as not to create any unsanitary condition in or about said waters by the discharge in~~

~~any material amount of oil or other polluting liquid tending to make said waters unwholesome or unfit for water supply purposes or injurious to the aquatic life thereof.~~

~~——— B. No boat or craft shall be used or operated, nor any horn or sound device sounded so as to create a nuisance or disturb the peace and quiet of any neighborhood.~~

~~——— C. The City shall at all times have the power and authority to prohibit, restrict or otherwise limit or regulate the keeping, maintenance, or operation of any or all boats or craft on the waters of the Lake should it become necessary to do so in the interest of the public health or safety, or for the protection or improvement of the Lake or other causes.~~

~~——— D. Any boat or craft found abandoned or adrift in the Lake or any boat or craft without a current license plate secured thereon shall be taken up by the City and disposed of as other lost or stolen property under the ordinances of the City. Nothing herein shall be construed as exonerating the owner or operator of any boat or craft from personal liability to the City, or any other person, for any damage or injury caused by such boat or craft.~~

~~——— The City shall have the right to require an owner to pay a fee of Fifty Dollars \$50.00 or the actual cost of removal as determined by the Lake Maintenance Supervisor or designee before reclaiming any boat or craft.~~

~~——— E. Nothing herein shall be construed as permitting any boat or craft to be operated at a speed greater than is safe and prudent under the circumstances, and the operator thereof shall observe all signs and other regulations placed by the City on or near the Lake.~~

~~——— F. The City and its authorized agents shall have the right and power to order a boat or craft removed from the Lake which by reason of its physical condition is no longer safe for use. If the owner does not remove such boat or craft, the City shall have the right to remove such boat or craft from the Lake. The owner thereof must pay a fee of Fifty Dollars (\$50.00) before reclaiming any~~

~~such boat or craft, or a sum equal to the cost of labor, material and equipment use to the City connected with such action, whichever is higher and with a charge of Ten Dollars (\$10.00) for each day or part thereof during which the same is in the custody of the City, which said custody shall be at the risk of the owner thereof.~~

~~——— G. No person under 10 years of age may operate a motorboat. Persons at least 10 years of age and less than 12 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian. Persons at least 12 years of age and less than 18 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian or a person at least 18 years of age designated by a parent or guardian, or such motorboat operator is in possession of a Boating Safety Certificate issued by the Department of Natural Resources, Division of Law Enforcement, authorizing the holder to operate motorboats. Other Boating Safety Certificates, approved by the Illinois Department of Natural Resources, are deemed acceptable for the provisions of this Section.~~

~~——— (Amended, Ordinance 2017-05, February 6, 2017)~~

~~——— H. All boats and craft may be ordered off the Lake at the direction of the Lake Maintenance Supervisor or designee due to actual or impending inclement weather conditions.~~

~~——— I. Any boat or craft located, constructed, operated or maintained in violation of the provisions of this chapter, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice from the Lake Maintenance Supervisor or designee. If a boat or craft is not removed on the date herein set forth or when requested by the Lake Maintenance Supervisor or designee, the same may be removed by the City and expense thereof charged to the boat or craft owner.~~

~~——— 27. WATER SKIING.~~

~~——— A. No person may operate a vessel having in tow, or otherwise be assisting, a person on water skis, aquaplane or similar device from the period of one half hour after sunset to one half hour before sunrise.~~

~~——— (Amended, Ordinance 2017-05, February 6, 2017)~~

~~——— B. All water skiers, personal water craft and specialty prop craft operators, sail or surf board riders, or any person being towed or otherwise assisted by a boat or craft of any kind must wear a U.S. Coast Guard approved Type I, Type II, Type III or Type V PFD.~~

~~——— C. No water skiing, surf board riding, or any type of towing or dragging of a person behind a boat or craft is permitted within 200 feet of the shore line, docks or piers, or under any bridge, or in a no wake area as herein defined, or in any other areas designated by the Lake Maintenance Supervisor or designee. —————~~

~~——— D. When towing a person on waterskis, aquaplane or similar device, the towing vessel must have a capacity of at least three persons and must be occupied by at least two competent people. All persons being towed are considered part of the watercraft's carrying capacity. The operator of any watercraft that is towing a person or persons shall display on the watercraft a bright or brilliant orange flag measuring not less than 12 inches per side. The flag shall be displayed at the highest point of the area surrounding the boat's helm as to be visible from all directions, continuously, while the person or persons being towed depart the boat in preparation for towing and until reentry into the boat when the activity has ceased. Display of the flag for purposes other than the activity described in this Section is prohibited. The operator of such boat must be at least fifteen (15) years of age and the observer must be at least ten (10) years of age.~~

~~——— (Amended, Ordinance 2017-05, February 6, 2017)~~

~~——— E. No person or persons shall sit on the side of any motor or engine driven boat or craft or on any portion of such boat or craft that was not designed for that purpose by the manufacturer while said boat or craft is underway. No person or persons shall ride on any boat or craft in such a manner that any part of the body protrudes over the front, sides or rear of the boat or craft.~~

1628. **SWIMMING.** Swimming out of boats is allowed only in no wake areas, within 25 feet of boats. Swimming out of boats is prohibited in areas adjacent to Dock Shore Line Zones 1 and 2, all boat ramps, bridges and navigational channels. Diving "head first" is prohibited in all lake locations. Swimming from bridges, bridge piers, or bridge approaches is prohibited. Skin diving or scuba diving is prohibited except that permission may be granted by the Lake Maintenance Supervisor or designee to a certified diver. The owner of any property adjacent to the lake shall permit no swimming from the adjacent property of children under the age of 16 years unless an adult who is an expert swimmer is present. No person shall swim from any adjacent property without owner's consent. There shall be no swimming from such adjacent property beyond 50 feet from shore. Swimming, skin diving or scuba diving, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

1729. **INFECTIOUS DISEASES.**

A. No person or persons having any communicable or infectious disease or skin infection shall bathe or swim in Lake Decatur.

B. All persons using Lake Decatur for bathing and swimming purposes shall use the same so as not to create unsanitary conditions in or about said waters, so as not to pollute said waters, or make them unwholesome or unfit for use.

1843. **CITY AUTHORITY.** The City shall at all times have and retain full power and authority to prohibit, limit or restrict bathing, swimming, boating, skiing, hunting and fishing in

said Lake Decatur and its tributaries thereto for the purpose of preventing, suppressing, or arresting any epidemic or any communicable or infectious disease or for the purpose of safety to persons or property, or for the purpose of preserving the public water supply.

~~1930.~~ **HUNTING.** Hunting on Lake Decatur is hereby prohibited except the hunting of water fowl in season on that portion of Lake Decatur upstream from the Basin 6 sediment trap.

(Amended, Ordinance 2017-05, February 6, 2017)

~~2031.~~ **BLINDS AND PITS DEFINED.** A blind ~~or pit~~ shall mean any cover, whether natural vegetation or a structure, used for concealment by anyone in an act of hunting migratory waterfowls.

~~2132.~~ **LOCATION OF BLINDS AND PITS.** No person shall establish or use any blind ~~or pit~~ for the hunting of migratory water fowl on Lake Decatur except above the Basin 6 sediment trap, which blind ~~or pit~~ shall not be set up within 200 yards of any other blind ~~or pit~~. No blind ~~or pit~~ shall be built within 300 yards of any building, bridge, roadway or developed area of public access. ~~The restrictions herein shall not apply to blinds in existence and properly licensed as of January 1, 1988.~~

(Amended, Ordinance 2017-05, February 6, 2017)

~~2233.~~ **PERMITS FOR BLINDS AND PITS.** No such blind ~~or pit~~ shall be established on Lake Decatur, on property of the City adjacent to such Lake, or on any property from which a person fires a weapon over such Lake or Lake property, until a written permit therefore has been first obtained from the Lake Maintenance Supervisor or designee.

~~2334.~~ **APPLICATION FOR BLINDS AND PITS.** Applications for permits to construct blinds as required in Section ~~2233~~ herein shall be made upon forms to be furnished by the City and shall be accompanied by an initial fee of:

	Effective: March 1, 2022	March 1, 2015	March 1, 2016
Blinds and pits initial fee	\$57.50 \$44.00	\$46.00	\$48.50

for each new permit issued after January 1, 1988 and a fee of:

	Effective: March 1, 2022	March 1, 2015	March 1, 2016
Blinds and pits annual fee	\$50 \$37.00	\$39.00	\$41.00

for all other blinds. (Amended Ordinance 2014-05, March 3, 2014)

~~2435.~~ **ONE PERMIT.** No person shall obtain more than one permit to construct a blind as required in Section ~~2233~~ herein.

~~2536.~~ **PERMIT NOT TRANSFERABLE.** Permits obtained in accordance with Section ~~2233~~ herein are for privileges personal to the permit holder and are not transferable and no blind shall be used by other than the permit holder without written permission of the permit holder thereof.

~~2637.~~ **REGULATIONS FOR BLINDS AND PITS.**

A. Construction of a blind shall be completed by opening day of the first Fall Central Zone waterfowl season as established by the Illinois Department of Natural Resources.

(Amended, Ordinance 2017-05, February 6, 2017)

B. Any blind site not registered and with payment received by the Finance Department on opening day of the first Fall Central Zone waterfowl season of that year is hereby declared open and available for registration by another person.

(Amended, Ordinance 2017-05, February 6, 2017)

C. Any and all material left on an unregistered blind site becomes the property of the City of Decatur to be removed and disposed of at the expense of the last registered owner.

D. A ~~duck~~ blind permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation concerning ~~duck~~ blinds or hunting duly established hereunder or any other hunting ordinance or statute the violation of which occurred on or adjacent to Lake Decatur.

E. When a permit for a ~~duck~~ blind has been revoked, no permit shall be issued to the former permit holder for a period of one (~~13~~) years thereafter.

~~F. Existing blinds that are not registered by January 1, 1988, are hereby deemed abandoned and may be eliminated or removed by the City or re-issued to another person.~~

FG. Any permit may in the discretion of the Lake ~~Maintenance~~ Supervisor or designee be revoked, terminated or temporarily suspended as deemed necessary for the public good or safety.

GH. A City-furnished permit number plate shall be displayed on the front of the blind when unoccupied; the permit holder shall affix thereto a decal or sticker evidencing payment of the permit fee for the then current year.

2738. DISCHARGING FIREARMS. The discharge of firearms on or over Lake Decatur is forbidden except for the hunting of water fowl in season as permitted herein.

2839. AIRCRAFT. The landing of aircraft is hereby prohibited on Lake Decatur.

2940. CAMPING. Any person or persons using the drainage area of Lake Decatur for picnic, camping or other recreational purposes shall keep the premises neat and clean, pick up and remove in a satisfactory manner all paper, garbage, rubbish and debris, and before leaving the premises put out any fires made by such person or persons. —Picnics and camping are prohibited below the high water level.

3041. FISHING.

A. Fishing and the taking of aquatic life from boats is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known

as U.S. Route 51. Fishing and the taking of aquatic life from the Lake Decatur dam, dam spillway, spillway rocks and water intake structure is prohibited.

(Amended, Ordinance 2017-05, February 6, 2017)

B. No person shall take, catch, or attempt to take or catch, any fish or aquatic life in the reservoir by any method whatsoever except as set forth in by 515 Illinois Compiled Statute (ILCS) 5/1-1 et. seq. Fish and Aquatic Life Code and 17 IL Illinois Admin. Code (IAC) Conservation Parts 805, 810, 830, 860, 870, 875, 880, 885. Species limits specified in the aforementioned Illinois Compiled Statute and Illinois Administrative Code citations must also be abided by ~~hooks attached to a single line. The use of any seine of any character, or any dip, hook, fyke, gill, pound or basket net or of any trap for the taking or catching of aquatic life is hereby prohibited except as herein provided. The use of snares, spears, gigs or firearms for the taking or catching of aquatic life is hereby prohibited except as herein provided. All fish species of carp, buffalo, sucker and earpsucker may be taken by gig or pitch fork effective April 1, 1993.~~

C. ~~Any properly licensed person, in any one day, may take up to thirty (30) gizzard shad for personal use by using a shad trawl not larger than 30 inches in diameter or a shad throw net not larger than eight (8) feet in diameter. Any other species of aquatic life taken in this manner must immediately be returned to the reservoir. The taking of gizzard shad or any fish or other aquatic life from the Lake for commercial use or resale is allowed only with prior written approval by the Lake Maintenance Supervisor or designee.~~

~~D. Any person possessing a valid sport fishing license may use a gig to take bullfrogs.~~

~~DE.~~ It shall be unlawful to use, set or place or control any bank lines, bank poles, limb lines, trotlines, snag lines, fishing jugs or any similar devices in, on or adjacent to Lake Decatur.

EF. All persons using Lake Decatur~~said waters~~ for the taking of any fishing or aquatic
lifepurposes shall use the same so as not to create any unsanitary conditions in or about Lake
Decatur~~said waters~~ or so as not to pollute Lake Decatur~~the said waters~~ and make it~~them~~
unwholesome or unfit for use.

FG. Nothing herein enumerated in subsections (Aa) to (Ef) inclusive of this section, shall
apply to or be construed to prevent or penalize anything done or caused to be done by the City or
by agents of the Department of Natural Resources of the State in protecting or caring for the
reservoir or the aquatic life therein.

(Amended, Ordinance 2017-05, February 6, 2017)

42. ~~WALLEYE AND BASS. No person shall take from Lake Decatur walleye~~
~~(stizostedion vitreum) sauger (stizostedion canadense), small mouth bass (micropterus dolomieu),~~
~~or large mouth bass (micropterus salmoides) less than fourteen (14) inches in length, by any means.~~

44. ~~REVOCATION OF PERMITS. For violation of the rules or regulations hereof in~~
~~whole or in part any license or permit issued under the provisions of this Chapter may be revoked~~
~~or suspended. Under no condition may the holder of a boat license which has been suspended or~~
~~revoked operate any other licensed boat during such period of revocation or suspension.~~

3145. ICE SKATING AND ICE FISHING. No persons shall skate or otherwise be upon
the ice of Lake Decatur except that persons may skate and ice fish within fifty (50) feet of an
authorized dock in Dock Shore Line Zone 3 with the permission of the owner. Ice skating is
allowed on Bayview Cove which is located north of Cantrell Street, south of Bayview Drive and
Irving Drive, east of North Country Club Road, and west of Lake Ridge Avenue. Ice skating is
also allowed on Sand Creek Cove which is located north of Grove Road, south of South Shores

Drive, east of Southland Road and west of Shoreline Drive. No person shall operate a motorized vehicle on the Lake ice except for emergency purposes.

(Amended, Ordinance 2017-05, February 6, 2017)

~~46. ICE BOATING.~~

~~——— A. No person shall operate or use any ice boat upon the ice of Lake Decatur unless such boat or craft is licensed therefor. Applications for such licenses shall be made to the Finance Department. No license for any ice boat shall be issued unless and until the owner of such boat agrees to indemnify and hold harmless the City from and against all causes of action arising out of the operation of said boat upon the Lake, in a form to be approved by the Corporation Counsel. Such licenses shall be effective from December 1 through the last day of February of the succeeding year. The fee for such license shall be Thirty Five Dollars (\$35.00).~~

~~——— B. A temporary license for an ice boat, good for not to exceed three (3) days, may be obtained by a non-resident of the City. Such temporary licenses shall be issued in like manner and with such indemnities as are provided for in Section A hereof. The fee for such license shall be Fifteen Dollars (\$15.00).~~

~~——— 47. PIERS AND DOCKS. Piers or docks may be constructed upon Lake Decatur under the following conditions only:~~

~~——— (a) No pier or dock shall be placed, constructed, operated or maintained in or on the Lake without a permit issued by the Finance Department after application for the same has been approved by the Lake Maintenance Supervisor or designee.~~

~~(b) No pier or dock shall be constructed immediately in front of another owner's private property; provided that, owners of property abutting the Lake may grant easements appurtenant to owners of property lying within 500 feet of the shoreline of the Lake, as the same exists at high~~

~~water mark, for purposes of dock construction and maintenance, and ingress and egress therefrom and thereto, and such grantees of said easements, and their heirs, successors and assigns, may be issued a permit for, and may construct and maintain, a dock on said abutting property, for personal use. Not more than three such docks belonging to grantees of easements, as described herein, or their heirs, successors or assigns, may be constructed on abutting property.~~

~~(c) No pier or dock shall be constructed except in locations approved by the Lake Maintenance Supervisor or designee._____~~

~~_____ (d) Each pier or dock shall be securely attached to the shore line and shall be of a type of construction, of such size, length and materials as may be approved by the Lake Maintenance Supervisor or designee.~~

~~(e) The pier or dock must at all times be kept in good state of repair.~~

~~_____ (f) Temporary piers or docks shall be removed from the lake on or before November 15 of each year and not replaced before March 15 of each year unless such pier or dock is approved as a permanent pier or dock by the Lake Maintenance Supervisor or designee. Temporary piers or docks adjacent to Shore Line Zones 1 and 2 must be installed no later than May 15 of each year.~~

~~_____ (g) The owner of any pier or dock shall permit no swimming from the pier or dock of children under the age of 16 years unless an adult who is an expert swimmer is present. No person shall swim from any pier or dock without the owner's consent. There shall be no swimming from such pier or dock beyond 50 feet from shore. Swimming, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.~~

~~_____ (h) The location, construction, operation or maintenance of a pier or dock anywhere in or on the Lake is a revocable license privilege.~~

~~—— (i) Any pier or dock located, constructed, operated or maintained in violation of the provisions of this Section, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice from the Lake Maintenance Supervisor or designee.~~

~~—— (j) If a pier or dock is not removed on the date herein set forth or when requested by the Lake Maintenance Supervisor or designee, the same may be removed by the City and expense thereof charged to the permit holder as per Section 48 (p)——~~

~~—— (k) A City furnished permit number plate shall be displayed at the Lake end and at the shore end of each pier or dock, and on the plate at the Lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed.~~

~~—— (l) Application for an initial permit or for annual renewal of a permit shall be filed with the Finance Department upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate annual fees as follows:~~

	Effective:	March 1, 2014	March 1, 2015	March 1, 2016
Shore Line Zone 1:				
For each front foot of shore line		\$6.50	\$7.00	\$7.50
plus for the first boat space		\$105.00	\$110.50	\$116.00
plus for each boat space above one		\$131.50	\$138.00	\$145.00
Shore Line Zone 2:				
For each front foot of shore line		\$5.50	\$6.00	\$6.50
plus for the first boat space		\$105.00	\$110.50	\$116.00
plus for each boat space above one		\$124.50	\$130.50	\$137.00
Shore Line Zone 3:		\$52.50	\$55.00	\$58.00

~~In Shore Line Zones 1 and 2 the minimum front foot charge is for twelve feet of shore line; and, if the application is for an initial permit, not a renewal, a fee of:~~

	Effective:	March 1, 2014	March 1, 2015	March 1, 2016
Initial permit		\$44.00	\$46.00	\$48.50

shall accompany payment of the annual fee. In Shore Line Zone 3, if a pier or dock, or the adjacent real property permitted as the physical location of the pier or dock, is not inside the corporate limits of the City, the initial or annual permit fees shall be two times the fees for piers or docks of the same classification situated within the corporate limits. (Amended Ordinance 2014-05, March 3, 2014)

~~—— (m) In Shore Line Zones 1 and 2 permits will be issued for docks or piers only to the extent that space is available in the judgment of Lake Maintenance Supervisor or designee with preference being given to multiple boat installations and in Shore Line Zone 3 permits will be issued only to persons owning property abutting the Lake for piers or docks located at such abutting property, except as provided in subsections (b) and (n). Docks or piers owned or operated by government agencies are exempt from permit fees.~~

~~—— (n) Where sufficient room is available at locations other than those adjacent to privately owned premises, permits may be issued to groups or clubs, applications for which, whether initial or annual renewal, shall be accompanied by a list of the names of those officers and members thereof, their respective home addresses, a telephone number for each, the license number of each boat to be operated from such pier or dock, and location of each boat at the pier or dock.~~

~~—— Group or club boat dock permits issued for locations adjacent to privately owned premises in Shore Line Zone 3, and issued prior to February 28, 1997, may be renewed, but only if the number of boat spaces does not exceed the number of such spaces permitted in 1996. Except as expressly authorized hereby, no other permits for groups or clubs may be issued.~~

~~—— (o) The applicant in each application must agree to indemnify and to hold the City harmless for any and all liability for damages to person or property for which it may be held liable by reason of the maintenance or operation of a permitted pier or dock on the lake.——~~

~~—— (p) If any pier or dock is physically retrieved, recovered or removed from the Lake by the City, the owner thereof shall pay a charge of Fifty Dollars (\$50.00) along with a sum equal to the cost of labor, material and equipment use to the City connected with such action in excess of Fifty Dollars (\$50.00) and with a charge of Ten Dollars (\$10.00) for each day or part thereof in which the same is in the custody of the City which custody shall be at the risk of the owner thereof.~~

~~—— (q) No boat shall be moored in the Lake unless it is moored within fifty (50) feet of the shore line, and a pier permit endorsed to authorize such mooring is obtained.~~

~~—— (r) In Shore Line Zones 1 and 2 only owners of boats registered with the City for operation on the Lake shall be eligible for permits and as to multiple boat dock permits shall be issued only when such boat registration is shown for each boat space thereon.~~

~~—— (s) No boat shall be docked at a pier or dock without permission of the permit holder thereof.~~

~~—— (t) Permit holders shall not loan the use of the permitted dock or pier in Shore Line Zones 1 and 2 or space thereon or lease, sublease or rent the same, except temporarily for short spaces of time with permission of the Lake Maintenance Supervisor or designee and without payment of any fee or charge for the same.——~~

~~—— (u) All piers or docks in Shore Line Zones 1 and 2 and those in Shore Line Zone 3 located under the provisions of subsections (m) and (n) shall be furnished with a gate suitable to limit entry to such pier or dock when closed, and which gate shall be closed and locked except during use by an authorized user.~~

~~—— (v) Determinations and decisions of the Lake Maintenance Supervisor or designee under subsections (c), (d), (f), (i) and (m) of this Section may be reviewed by the City Manager provided~~

a written request for such review is filed with the City Manager within five (5) days after notice of such determination or decision.——

—— (w) In Shore Line Zones 1 and 2, the terms of the annual dock and pier permits include the City's right to limit access, limit use, and allow other organizations the temporary use of the dock and pier facility, for the purpose of conducting public events on and adjacent to Lake Decatur. This section shall become effective March 1, 1994.

~~48. PERMITS ARE PERSONAL PRIVILEGES.~~ Permits issued pursuant to Section 47 are for privileges personal to the permit holder and spouse and may not be transferred. All such permits expire on the last day of February next after issuance.

~~49. REVOCATION OF PIER PERMIT.~~ A pier or dock permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation duly established hereunder or any other ordinance or statute of like nature the violation of which occurred on or adjacent to Lake Decatur.

—— ~~51. PROPERTY ADJACENT TO LAKE.~~

—— A. The Public Works Director shall have charge of all real estate owned by the City and adjacent to the Lake. He shall see that such real estate is properly maintained and protected. He shall have authority to lease such property or portions thereof upon such terms deemed most advantageous to the City. Such leases must be approved by the City Manager. (Amended, Ordinance 2017-08, February 6, 2017)

—— ~~3252.~~ **PENALTIES.**

—— A. Any person, firm or corporation who shall violate any of the provisions of Section 4, ~~5, 6, 7, 8, 9, 10, 11, or 12, 13 or 14~~ of this chapter shall be fined not less than Five Hundred Dollars

(\$500.00) nor more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense, and 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 Section ~~451~~ subparagraph B of this chapter shall be fined not less than Twenty Five Dollars (\$25.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance 2017-05, February 6, 2017)

C. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter not enumerated in subparagraph A and B above shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.

~~3353.~~ **VIOLATION NOTICE AND COMPLAINT.** Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge ~~based on reasonable grounds~~ of a violation by any person, firm or corporation of any section of this Chapter, ~~such person may be issued a Violation Notice and Complaint for said violation~~ may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

~~3454.~~ **PAYMENT OF VIOLATION NOTICE AND COMPLAINT.**

A. A person cited ~~by a Lake Patrol employee~~ for a violation of any section of this Chapter ~~is herein provided~~ may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to

prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

3555. ANNUAL PERMIT FEE ADJUSTMENT. Effective March 1, 2017, and continuing annually on March 1 thereafter, all permit fees contained in Sections 232-19.D., 19.G., 34. And 47. (1) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 202223 for which the increase will be by 2.51 percent, and rounded up to the next \$0.50 increment.

The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended Ordinance 2014-05, March 3, 2014)

Public Works

DATE: 2/13/2023

MEMO: 2023-10

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Ordinance Adding City Code Chapter 66.1 Regulation of Lake Decatur Boating

SUMMARY RECOMMENDATION: See Original Memo

ATTACHMENTS:

Description	Type
Ordinance Adding City Code Chapter 66.1 Regulation of Lake Decatur Boating	Ordinance
Ordinance Adding City Code Chapter 66.1 Regulation of Lake Decatur Boating Additions and Deletions	Backup Material

ORDINANCE NO. _____

ORDINANCE ADDIING CITY CODE

-CHAPTER 66.1-

REGULATION OF LAKE DECATUR BOATING

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

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Boat Harbor shall mean the northern and western lake shore between U.S. Route 36 and Lost Bridge Road and the water adjacent thereto is designated the boat harbor.

B. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

C. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

D. Rea's Bridge shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

E. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the

limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described. "Shore Line" means the extended point where the plane of the surface of the waters of the reservoir touches the land.

F. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

G. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

H. William Street Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

"Definitions" as defined by the current Boat Registration and Safety Act, Article I, 625 ILCS 45/1-2, shall also apply to this Chapter.

2. **BOATING PROHIBITED - LAKE.** Boating of any kind or character is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known as U. S. Route 51.

3. **BOATING PROHIBITED - RIVER.** Boating of any kind or character is hereby prohibited on the Sangamon River between the Lake Decatur Reservoir Dam and 300 feet downstream of the Dam in the City of Decatur.

4. **BOATING REGULATIONS.** All boats on Lake Decatur shall be subject to the following regulations:

A. No boat, boat mooring or float shall be left in the Lake adrift, sunk or insecurely fastened.

B. No person or persons shall take, use or board any boat or dock in the Lake without permission of the owner or persons in charge.

C. No boats shall use the Lake Office pier or be moored in the area adjacent to the pier except by written permit from the Lake Supervisor or designee.

D. All boats passing under bridges shall pass under the right hand arch or as directed by official signs or buoys authorized by the Lake Supervisor or designee.

E. No boats or docks shall be constructed on Lake Decatur, or on City-owned property adjacent thereto, unless express written permission is granted by the Lake Supervisor or designee.

F. All boats and docks must be removed from Lake Decatur and City-owned property on or before November 15 of each year, unless express written permission authorizing non-removal is granted by the Lake Supervisor or designee.

G. When two boats are approaching each other "head on" or nearly so (so as to involve risk of collision), each boat must bear to the right and pass the other boat on its left side.

H. When boats approach each other obliquely or at right angles, the boat approaching on the right side has the right of way.

I. One boat may overtake another on either side but must grant right of way to the overtaken boat.

J. When a motorboat is approaching a boat propelled solely by sails or oars, the motorboat must yield the right of way to the sailboat or rowboat, except, when a large boat is navigating in a confined channel, the large boat has the right of way over a boat propelled solely by oars or sails.

K. No boat shall collide with, run against, strike, injure, deface, or damage any buoy, stake, sign, piling or other structure installed by the City or with the City's consent, or be anchored or moored so as to obstruct any bridge opening or approach or to obstruct the view of any buoy or navigation sign or signal.

L. No boat shall pass another while passing under any bridge.

M. No boat shall travel in excess of "no wake speed" while within 200 feet of either shore line, dock, or pier, or while passing under any bridge or in a marked restricted area; for purposes of this section "no wake speed" is defined as the speed at which a boat does not produce a wake, not to exceed 5 miles per hour.

N. Racing of any boats is hereby prohibited except for special events and in no event without a permit from the Lake Supervisor or designee.

O. Boat operation:

(1) Careless operation. No person shall operate a boat in a careless or heedless manner so as to endanger any person or property or at a rate of speed greater than will permit the person in the exercise of reasonable care to bring the boat to a stop within an assured clear distance ahead.

(2) Reckless operation. No person shall operate a boat, specialty prop-craft, personal watercraft or manipulate any water skis, aquaplane, or similar device in such a manner as

to willfully or wantonly endanger the life, limb or property of any person, to weave through congested waterway traffic, to jump the wake of another boat unreasonably or unnecessarily close to the other boat or when visibility around the other boat is obstructed, to wait until the last possible moment to swerve to avoid collision, or operate any boat so as to approach or pass another boat in such a manner or at such a rate of speed as to create a hazardous wake or wash.

P. All cabin boats must be inspected by the Lake Supervisor or designee before a permit is issued.

Q. No bottles, cans or other refuse shall be dumped into the Lake, on bridges or on the Lake's shoreline from any boat.

R. Operating a boat under the influence of alcohol or drugs is expressly prohibited.

(1) By operating a boat on Lake Decatur, a boat operator has given implied consent to alcohol and/or drug testing if arrested for operating under the influence.

(2) A boat operator is considered to be operating a boat under the influence of alcohol or drugs if:

(a) The alcohol concentration in the operator's blood or breath is 0.08% or more, or

(b) The operator is under the influence of any other drug or combination of drugs and/or alcohol to a degree that renders the operator incapable of safely operating the boat, or

(c) The operator has any amount of a drug, substance, or compound in their blood or urine resulting from the unlawful use or consumption of cannabis, a controlled substance, or an intoxicating compound.

(3) The fact that any person charged with violating this Section is or has been legally entitled to use alcohol or drugs or any combination of them, shall not constitute a defense against any charge of violating this Section.

S. All boats shall be subject to a no wake speed limit during the time period of 1 hour after sunset to sunrise, provided that this section shall not apply to patrol, law enforcement and emergency response boats.

T. No motorboat shall be equipped with any motor or other propulsion machinery beyond its safe power capacity and safe carrying capacity, taking into consideration the type and construction of such motorboat and other existing operating conditions.

U. It is unlawful to operate a motorboat without a mouth, hand or power operated whistle, horn or other device, capable of producing a blast of two seconds or more in duration and audible for at least one-half mile.

V. All motorboats fueled with gasoline, other than those propelled by a detachable outboard motor, must have a U.S. Coast Guard approved backfire flame arrestor on each carburetor.

W. Except for open boats, all motorboats which use fuel having a flashpoint of 110 degrees Fahrenheit or less shall have at least two ventilator ducts, fitted with cowls or their equivalent, for the efficient removal of fumes from the bilges of every engine and fuel tank compartment. There shall be at least one exhaust duct installed so as to extend from the open atmosphere to the lower portion of the bilge and at least midway to the bilge or at least below the level of the carburetor air intake. The cowls shall be located in such a manner to prevent displaced fumes from being recirculated.

X. Every motorboat equipped with storage batteries shall be provided with suitable supports and secured against shifting with the motion of the boat and shall be equipped with non-conductive terminal shields to prevent accidental shorting.

Y. No person may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a lanyard type engine cut-off switch unless such lanyard is properly attached to the person, worn clothing or worn PFD, as appropriate for the specific boat. No person may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a wireless cut-off system unless such system is properly activated.

Z. No person shall operate a personal watercraft, a specialty prop craft or eFoil board between the hours of sunset and sunrise.

5. BOATING OPERATIONS.

A. Persons using or operating any boat on the Lake shall not create any unsanitary condition in or about said waters by the discharge of oil or other polluting liquid making said waters unwholesome or unfit for water supply purposes or injurious to the aquatic life thereof.

B. No boat shall be used or operated, nor any horn or sound device sounded so as to create a nuisance or disturb the peace and quiet of any neighborhood.

C. No boat shall be equipped with a siren or flashing red and/or blue lights except patrol, law enforcement and emergency response boats.

D. No person or persons shall sit on the side of any motor or engine driven boat or on any portion of such boat that was not designed for that purpose by the manufacturer while said boat is underway. No person or persons shall ride on any boat in such a manner that any part of the body protrudes over the front, sides or rear of the boat.

E. It is unlawful to operate a motorboat equipped with an internal combustion engine on the Lake without at least one U. S. Coast Guard approved fire extinguisher, so placed as to be readily accessible and in such condition as to be ready for immediate and effective use.

F. No boat used or operated on the Lake shall be equipped with toilet facilities except closed chemical toilets which must be approved by the Lake Supervisor or designee.

G. Nothing herein shall be construed as permitting any boat to be operated at a speed greater than is safe and prudent under the circumstances, and the operator thereof shall observe all signs and other regulations placed by the City on or near the Lake.

6. **CITY AUTHORITY.** The City shall at all times have the power and authority to prohibit, restrict or otherwise limit or regulate the keeping, maintenance, or operation of any or all boats on the waters of the Lake should it become necessary to do so in the interest of the public health or safety, or for the protection or improvement of the Lake or other causes.

A. All boats may be ordered off the Lake at the direction of the Lake Supervisor or designee due to actual or impending inclement weather conditions.

B. The City and its authorized agents shall have the right and power to order a boat removed from the Lake which by reason of its physical condition is no longer safe for use. If the owner does not remove such boat as directed, the City shall have the right to remove such boat from the Lake. The owner thereof must pay a fee of One Hundred Dollars (\$100.00) before reclaiming any such boat, or a sum equal to the cost of labor, material and equipment expended by the City in connection with such action, whichever is higher and with a charge of Ten Dollars (\$10.00) for each day or part thereof during which the same is in the custody of the City, which said custody shall be at the risk of the owner thereof.

C. Any boat found abandoned or adrift in the Lake or any boat without a current permit sticker secured thereon shall be taken up by the City and disposed of as either lost or stolen property under the ordinances of the City. Nothing herein shall be construed as exonerating the owner or operator of any boat from personal liability to the City, or any other person, for any damage or injury caused by such boat. The City shall have the right to require an owner to pay a fee of Fifty Dollars (\$50.00) or the actual cost of removal as determined by the Lake Supervisor or designee before reclaiming any boat.

D. Any boat located, constructed, operated or maintained in violation of the provisions of this chapter, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice from the Lake Supervisor or designee. If a boat is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the boat owner.

7. BOATING SAFETY CERTIFICATES. Persons born on or after January 1, 1998 may operate a motorboat only if they are in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources. No person under 10 years of age may operate a motorboat. Persons at least 10 years of age and less than 12 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian, or a person at least 18 years old designated by the parent or guardian. Persons at least 12 years of age and less than 18 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian or a person at least 18 years of age designated by a parent or guardian, or such motorboat operator is in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources authorizing the holder to operate motorboats. Parents, guardians or designees born on or after January 1, 1998 must possess

a valid Boating Safety Certificate accepted by the Illinois Department of Natural Resources. Other Boating Safety Certificates, approved by the Illinois Department of Natural Resources, are deemed acceptable for the provisions of this Section.

8. PERSONAL FLOTATION DEVICES.

A. All boats must have at least one U. S. Coast Guard approved wearable personal flotation device for each person on board or being towed. All boats 16 feet or longer, except canoes and kayaks, also must carry one U. S. Coast Guard approved throwable device.

B. All children under the age of 13 must wear a personal flotation device on boats less than 26 feet in length when underway, unless they are below decks in an enclosed cabin.

C. A personal watercraft, specialty prop-craft or eFoil board may not be operated unless each person on board is wearing a U. S. Coast Guard approved personal flotation device. Inflatable personal flotation devices are not approved for personal watercraft, specialty prop-craft or eFoil board use.

D. In addition to being U. S. Coast Guard approved, all personal flotation devices must be:

- (1) In good and serviceable condition;
- (2) Readily accessible;
- (3) Of the proper size for the intended wearer; and,
- (4) Legibly marked with the U. S. Coast Guard approval number.

9. MUFFLERS REQUIRED.

A. All motorboats shall be equipped and maintained with an effective muffler or underwater exhaust system. For the purpose of this Section, an effective muffler or underwater

exhaust system is one which does not produce sound levels that create excessive or unusual noise, or sound levels that exceed 90 decibels when subjected to a stationary sound level test or 75 when in operation on the Lake.

B. This Section does not apply to: (1) A motorboat tuning up for or participating in official trials for a sanctioned race or regatta conducted under a permit by the Lake Supervisor or designee; or (2) a motorboat being operated by a boat or marina engine manufacturer for the purpose of testing or development, as authorized by the Lake Supervisor or designee.

C. Any person violating subsections A or B of this Section: (1) shall be required to install an effective muffler system on the motorboat in violation; and (2) shall be required to pass the sound level test prescribed by the appropriate Society of Automotive Engineers procedure before putting the motorboat back into use on the Lake.

E. Any person who operates any motorboat upon the Lake shall be deemed to have given consent to the test or tests prescribed in this Section to determine if the motorboat is in compliance with the provisions of this Section.

10. WATER SKIING.

A. No person may operate a boat having in tow, or otherwise be assisting, a person on water-skis, aquaplane or similar device from the period of one-half hour after sunset to one-half hour before sunrise.

B. All water skiers, personal watercraft, specialty prop-craft operators, sail, surf or eFoil board riders, or any person being towed or otherwise assisted by a boat of any kind must wear a U.S. Coast Guard personal flotation device approved for the specific use.

C. No water skiing, surf board riding, or any type of towing or dragging of a person behind a boat is permitted within 200 feet of the shore line, docks or piers, or under any bridge, or in a no-

wake area as herein defined, or in any other areas designated by the Lake Supervisor or designee.

D. When towing a person on water skis, aquaplane or similar device, the towing boat must have a capacity of at least three persons and must be occupied by at least two competent people. All persons being towed are considered part of the boat's carrying capacity. The operator of any boat that is towing a person or persons shall display on the boat a bright or brilliant orange flag measuring not less than 12 inches per side. The flag shall be displayed at the highest point of the area surrounding the boat's helm as to be visible from all directions, continuously, while the person or persons being towed depart the boat in preparation for towing and until reentry into the boat when the activity has ceased. Display of the flag for purposes other than the activity described in this Section is prohibited. The operator of such boat must be at least fifteen (15) years of age and the observer must be at least ten (10) years of age.

11. LIGHTS REQUIRED.

A. It is unlawful to operate any boat less than 26 feet in length from sunset to sunrise unless the following lights are carried and displayed when underway:

(1) A bright, white light aft to show all around the horizon, visible for a distance of 2 miles. The word "visible" as used herein means visible on a dark night with clear atmosphere;

(2) A combination light in the forepart of the boat lower than the white light aft, showing green to starboard and red to port, so fixed as to throw a light from dead ahead to 2 points abaft the beam on their respective sides and visible for a distance of not less than one mile;

(3) Lights under International Rules may be shown as an alternative to the above requirements.

B. Boat propelled by muscular power when underway shall carry on board from sunset to sunrise, but not fixed to any part of the boat, a lantern or flashlight capable of showing a white

light visible all around the horizon at a distance of two miles or more, and shall display such lantern in sufficient time to avoid collision with another boat.

C. Every boat 26 feet or more in length shall carry and display when underway such additional or alternate lights as shall be required by the U. S. Coast Guard for boat of equivalent length and type.

D. Sailboats equipped with motors and being propelled partly or solely by such motors shall carry and display the same lights required for motorboats of the same class. Sailboats of less than 26 feet in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the combination running light, but not the white light aft. Sailboats 26 feet or more in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the colored side lights suitably screened, but not the white lights prescribed for motorboats.

E. Dinghies, tenders and other boats, whose principal function is as an auxiliary to other larger boat, when so operating need carry only a flashlight visible to other boats in the area.

F. Boats at anchor between the hours of sunset and sunrise shall display such anchor lights as shall be required by the U. S. Coast Guard for boats of equivalent length and type.

12. BOAT PERMITS AND REGISTRATION.

A. No boat shall be kept or used on or in Lake Decatur unless the same is registered and currently permitted by the City of Decatur.

B. Applications for initial registration shall be accompanied by a then current State license.

C. Applications for permits shall be accompanied by a fee as follows for each boat:

	Effective: March 1, 2022
Row boats, canoes, kayaks and other boat propelled by muscle power	\$30.00

Sail boats	\$50.00
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Motor boats

1-50	horsepower	\$57.50
51-100	horsepower	\$70.50
101-150	horsepower	\$80.50
151-200	horsepower	\$93.50
over 200	horsepower	\$103.50

The horsepower of an engine is that determined by the manufacturer thereof. In case a boat is so constructed or rigged to be propelled by more than one type or size of propulsion, the fee to be paid shall be the higher fee specified herein for the several sizes or types of propulsion. Boats owned or operated by government agencies, and boats participating in an event preapproved by the City Manager or designee, are exempt from permitting fees.

D. Permits shall be evidenced by such tags, tickets, plates, decals, stickers or other such devices as may be determined by the departments concerned therewith, may be furnished by the City and shall be so affixed to and continuously displayed on the subject boat for the time the same is currently in effect as may be directed by the Lake Supervisor or designee.

E. A boat may be kept or used on or in the Lake without a permit or registration for a period of twenty-four (24) hours, if a temporary permit is issued therefore and is displayed thereon, which said permits may be issued upon payment accompanying the application of Fifteen Dollars (\$15.00) for each boat for each respective twenty-four (24) hour period.

F. Boats may be kept or used on or in the Lake without registration if the same is owned by a boat dealer licensed by the State of Illinois and is used for business purposes and said dealer obtains a City permit upon application accompanied by a fee of \$367.00, effective March 1, 2022, for not more than four boats.

G. Boat registration numbers shall remain with the boat upon transfer of title thereto. No part of a permit fee shall be refundable, or shall fees be prorated, or permits be transferred between boats.

H. Permits shall be issued for the period of one year commencing March 1, and expire on the last day of February next after issuance.

13. **BOAT RENTALS.** The business of renting boats for hire or carrying passengers for hire on the Lake is prohibited except as may be authorized by permit issued by the Lake Supervisor or designee and only to those persons currently licensed by the State of Illinois for the same activity. All provisions of this Chapter shall apply to such boats; and all such boats may be inspected by the City from time to time during their period of operation on the Lake. Any such boats failing to have adequate life preservers in place as when permitted, or otherwise failing to pass inspection, shall be made to comply with the provisions hereof before further operation. No individual operator or employee or anyone operating any boat carrying passengers for hire shall be permitted to operate such boat unless they are physically fit for such duty, has adequate knowledge of the boat mechanism, is familiar with the ordinances, rules and regulations for the operation of boats on the Lake and with the commonly approved safety regulations and measures to be used in case of accident or emergency, including instructions of passengers in the use of safety equipment and their conduct in case of emergency. Each such operator or employee shall at all times be subject to an examination and approval by the City as to such qualifications; and any determination by the City as to such qualifications shall be conclusive. The provisions of this section shall apply to the owner or operator of such boat or to the person, firm or corporation in whose name a permit was obtained. It shall be unlawful for an agent or employee of a permittee to allow the operation of such boat for hire in violation of this Chapter or any applicable State law.

Such permit shall apply to all boats rented by any person, firm or corporation and may be revoked upon evidence that the permit holder has been convicted of any violation of this Chapter or applicable State law.

14. ICE BOATING.

A. No person shall operate or use any ice boat upon the ice of Lake Decatur unless such boat is permitted therefor. Applications for such permits shall be made to the Finance Department. No permit for any ice boat shall be issued unless and until the owner of such boat agrees to indemnify and hold harmless the City from and against all causes of action arising out of the operation of said boat upon the Lake, in a form to be approved by the Corporation Counsel. Such permits shall be effective from December 1 through the last day of February of the succeeding year. The fee for such permit shall be Fifty Dollars (\$50.00).

B. A temporary permit for an ice boat, good for not to exceed three (3) days, may be obtained. Such temporary permits shall be issued in like manner and with such indemnities as are provided for in Section A hereof. The fee for such permit shall be Twenty Five Dollars (\$25.00).

15. ANNUAL PERMIT FEE ADJUSTMENT. All permit fees contained in Sections 12(D), 12(G) and 14(A) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 2023 for which the increase will be by 2.51 percent, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

16. REVOCATION OF PERMITS. Any permit issued under the provisions of this Chapter may be revoked or suspended for violation of the rules or regulations hereof, in whole or

in part. Under no condition may the holder of a boat permit which has been suspended or revoked operate any boat of any type during such period of revocation or suspension.

17. **PENALTIES.** Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.

18. **VIOLATION NOTICE AND COMPLAINT.** Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

19. **PAYMENT OF VIOLATION NOTICE AND COMPLAINT.**

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023

CITY CLERK

-CHAPTER 66.1-

REGULATION OF LAKE DECATUR BOATING

1. DEFINITIONS. Terms used in this Chapter shall have the following meanings:

A. Boat Harbor shall mean the northern and western lake shore between U.S. Route 36 and Lost Bridge Road and the water adjacent thereto is designated the boat harbor.

B. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

C. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

D. Rea's Bridge shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

E. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and

South across what is known as the Oakley Bridge, hereinafter described. "Shore Line" means the extended point where the plane of the surface of the waters of the reservoir touches the land.

F. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

G. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

H. William Street Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

"Definitions" as defined by the current Boat Registration and Safety Act, Article I, 625 ILCS 45/1-2, shall also apply to this Chapter.

~~13.~~ **2. BOATING PROHIBITED - LAKE.** Boating of any kind or character is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known as U. S. Route 51.

~~14.~~ **3. BOATING PROHIBITED - RIVER.** Boating of any kind or character is hereby prohibited on the Sangamon River between the Lake Decatur Reservoir Dam and 300 feet downstream of the Dam in the City of Decatur.

~~17.~~ **4. BOATING REGULATIONS.** All boats on Lake Decatur shall be subject to the following regulations:

A. No boat, boat mooring or float shall be left in the Lake adrift, sunk or insecurely fastened.

B. No person or persons shall take, use or board any boat or dock in the Lake without permission of the owner or persons in charge.

C. No boats shall use the Lake Office pier or be moored in the area adjacent to the pier except by written permit from the Lake Supervisor or designee.

D. All boats ~~or crafts~~ passing under bridges shall pass under the right hand arch or as directed by official signs or buoys authorized by the Lake Supervisor or designee.

E. No boats or docks shall be constructed on Lake Decatur, or on City-owned property adjacent thereto, unless express written permission is granted by the Lake Supervisor or designee.

F. All boats, ~~craft~~ or docks must be removed from Lake Decatur and City-owned property on or before November 15 of each year, unless express written permission authorizing non-removal is granted by the Lake ~~Maintenance~~ Supervisor or designee.

G. When two boats are approaching each other "head on" or nearly so (so as to involve risk of collision), each boat must bear to the right and pass the other boat on its left side.

H. When boats approach each other obliquely or at right angles, the boat approaching on the right side has the right of way.

I. One boat may overtake another on either side but must grant right of way to the overtaken boat.

J. When a motorboat is approaching a boat propelled solely by sails or oars, the motorboat must yield the right of way to the sailboat or rowboat, except, when a large boat is navigating in a confined channel, the large boat has the right of way over a boat propelled solely by oars or sails.

K. No boat shall collide with, run against, strike, injure, deface, or damage any buoy, stake, sign, piling or other structure installed by the City or with the City's consent, or be anchored or moored so as to obstruct any bridge opening or approach or to obstruct the view of any buoy or navigation sign or signal.

L. No boat shall pass another while passing under any bridge.

M. No boat ~~or craft~~ shall travel ~~at a speed~~ in excess of "no wake speed" while within 200 feet of either shore line, dock, or pier, or while passing under any bridge or in a marked restricted area; for purposes of this section ~~"wake" is defined as a movement of water created by a boat underway great enough to disturb a boat at rest.~~ "no wake speed" is defined as the speed at which a boat does not produce a wake, not to exceed 5 miles per hour.

N. Racing of any boats is hereby prohibited except for special events and in no event without a permit from the Lake ~~Maintenance~~ Supervisor or designee.

O. ~~Watercraft~~ Boat operation:

(1) Careless operation. No person shall operate ~~any watercraft~~ a boat in a careless or heedless manner so as to endanger any person or property or at a rate of speed greater than will permit the person in the exercise of reasonable care to bring the ~~watercraft~~ boat to a stop within an assured clear distance ahead.

(2) Reckless operation. No person shall operate ~~any watercraft~~ a boat, specialty prop-craft, personal watercraft or manipulate any water skis, aquaplane, or similar device in such a manner as to willfully or wantonly endanger the life, limb or property of any person, to weave through congested ~~waterway~~ traffic, to jump the wake of another boat unreasonably or unnecessarily close to the other ~~vessel~~ boat or when visibility around the other boat is obstructed, to wait until the last possible moment to swerve to avoid collision, or operate any ~~watercraft~~ boat

so as to approach or pass another ~~watercraft~~ boat in such a manner or at such a rate of speed as to create a hazardous wake or wash.

P. All cabin boats must be inspected by the Lake ~~Maintenance~~ Supervisor or designee before a ~~license~~ permit is issued.

Q. No bottles, cans or other refuse shall be dumped into the Lake, on bridges or onto ~~adjacent shores~~ the Lake's shoreline from any boat.

R. Operating ~~a watercraft under the influence~~ a boat under the influence of alcohol or drugs is expressly prohibited.

(1) By operating a boat on Lake Decatur, a boat operator has given implied consent to alcohol and/or drug testing if arrested for operating under the influence.

(2) A boat operator is considered to be operating a boat under the influence of alcohol or drugs if:

(a) The alcohol concentration in the operator's blood or breath is 0.08% or more, or

(b) The operator is under the influence of any other drug or combination of drugs and/or alcohol to a degree that renders the operator incapable of safely operating the boat, or

(c) The operator has any amount of a drug, substance, or compound in their blood or urine resulting from the unlawful use or consumption of cannabis, a controlled substance, or an intoxicating compound.

(3) The fact that any person charged with violating this Section is or has been legally entitled to use alcohol or drugs or any combination of them, shall not constitute a defense against any charge of violating this Section.

S. All boats shall be subject to a no wake speed limit ~~between the hours of 10:00 P.M. and sunrise,~~ during the time period of 1 hour after sunset to sunrise, provided that this section shall not apply to ~~official patrol or rescue craft,~~ law enforcement and emergency response boats.

T. No motorboat shall be equipped with any motor or other propulsion machinery beyond its safe power capacity and safe carrying capacity, taking into consideration the type and construction of such motorboat and other existing operating conditions.

U. It is unlawful to operate a motorboat without a mouth, hand or power operated whistle, horn or other ~~appliance~~ device, capable of producing a blast of two seconds or more in duration and audible for at least one-half mile.

~~(v)~~ V. All motorboats fueled with gasoline, other than those propelled by a detachable outboard motor, must have a U.S. Coast Guard approved backfire flame arrestor on each carburetor.

W. Except for open boats, all motorboats which use fuel having a flashpoint of 110 degrees Fahrenheit or less shall have at least two ventilator ducts, fitted with cowls or their equivalent, for the efficient removal of fumes from the bilges of every engine and fuel tank compartment. There shall be at least one exhaust duct installed so as to extend from the open atmosphere to the lower portion of the bilge and at least midway to the bilge or at least below the level of the carburetor air intake. The cowls shall be located ~~and trimmed for maximum effectiveness and~~ in such a manner to prevent displaced fumes from being recirculated.

X. Every motorboat equipped with storage batteries shall be provided with suitable supports and secured against shifting with the motion of the boat ~~and shall be equipped with non-conductive terminal shields to prevent accidental shorting.~~

Y. ~~No person may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a lanyard type engine cut-off switch unless such lanyard is properly attached to the person, worn clothing or worn PFD, as appropriate for the specific boat. No person may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a wireless cut-off system unless such system is properly activated.~~

Z. No person shall operate a personal watercraft, a specialty prop craft ~~or eFoil board~~ between the hours of sunset and sunrise.

5. BOATING OPERATIONS.

A. Persons using or operating any boat ~~or craft on the waters of the Lake—~~ on the Lake ~~shall do so in such a manner~~ not create any unsanitary condition in or about said waters by the discharge ~~in any material amount~~ of oil or other polluting liquid ~~tending to make~~ making said waters unwholesome or unfit for water supply purposes or injurious to the aquatic life thereof.

B. No boat ~~or craft~~ shall be used or operated, nor any horn or sound device sounded so as to create a nuisance or disturb the peace and quiet of any neighborhood.

C. No boat shall be equipped with a siren or flashing red and/or blue lights except patrol, law enforcement and emergency response boats.

D. No person or persons shall sit on the side of any motor or engine driven boat ~~or craft~~ or on any portion of such boat that was not designed for that purpose by the manufacturer while said boat is underway. No person or persons shall ride on any boat in such a manner that any part of the body protrudes over the front, sides or rear of the boat ~~or craft.~~

E. It is unlawful to operate a motorboat equipped with an internal combustion engine on the Lake without at least one U. S. Coast Guard approved fire extinguisher, so placed as to be readily accessible and in such condition as to be ready for immediate and effective use.

F. No boat ~~or craft~~ used or operated on the Lake shall be equipped with toilet facilities except closed chemical toilets which must be approved by the Lake ~~Maintenance~~ Supervisor or designee.

G. Nothing herein shall be construed as permitting any boat to be operated at a speed greater than is safe and prudent under the circumstances, and the operator thereof shall observe all signs and other regulations placed by the City on or near the Lake.

43. 6. CITY AUTHORITY. The City shall at all times have the power and authority to prohibit, restrict or otherwise limit or regulate the keeping, maintenance, or operation of any or all boats on the waters of the Lake should it become necessary to do so in the interest of the public health or safety, or for the protection or improvement of the Lake or other causes.

~~restrict bathing, swimming, boating, skiing, hunting and fishing in said Lake Decatur and its tributaries thereto for the purpose of preventing, suppressing, or arresting any epidemic or any communicable or infectious disease or for the purpose of safety to persons or property, or for the purpose of preserving the public water supply.~~

A. All boats ~~and crafts~~ may be ordered off the Lake at the direction of the Lake ~~Maintenance~~ Supervisor or designee due to actual or impending inclement weather conditions.

B. The City and its authorized agents shall have the right and power to order a boat ~~or craft~~ removed from the Lake which by reason of its physical condition is no longer safe for use. If the owner does not remove such boat ~~or craft from the Lake~~ as directed, the City shall have the right to remove such boat from the Lake. The owner thereof must pay a fee of ~~Fifty Dollars (\$50.00)~~

One Hundred Dollars (\$100.00) before reclaiming any such boat, or a sum equal to the cost of labor, material and equipment expended by the City in connection with such action, whichever is higher and with a charge of Ten Dollars (\$10.00) for each day or part thereof during which the same is in the custody of the City, which said custody shall be at the risk of the owner thereof.

C. Any boat found abandoned or adrift in the Lake or any boat ~~or craft~~ without a current ~~license plate~~ permit sticker secured thereon shall be taken up by the City and disposed of as either lost or stolen property under the ordinances of the City. Nothing herein shall be construed as exonerating the owner or operator of any boat from personal liability to the City, or any other person, for any damage or injury caused by such boat. The City shall have the right to require an owner to pay a fee of Fifty Dollars (\$50.00) or the actual cost of removal as determined by the Lake Maintenance Supervisor or designee before reclaiming any boat ~~or craft~~.

D. Any boat located, constructed, operated or maintained in violation of the provisions of this chapter, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice from the Lake ~~Maintenance~~ Supervisor or designee. If a boat is not removed on the date herein set forth or when requested by the Lake Maintenance Supervisor or designee, the same may be removed by the City and expense thereof charged to the boat owner.

7. **BOATING SAFETY CERTIFICATES.** Persons born on or after January 1, 1998 may operate a motorboat only if they are in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources. No person under 10 years of age may operate a motorboat. Persons at least 10 years of age and less than 12 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian, or a person at least 18 years old designated by the parent or guardian. Persons at least 12 years of age and less than 18 years of age may operate a motorboat only if they are accompanied on the

motorboat and under the direct control of a parent or guardian or a person at least 18 years of age designated by a parent or guardian, or such motorboat operator is in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources authorizing the holder to operate motorboats. Parents, guardians or designees born on or after January 1, 1998 must possess a valid Boating Safety Certificate accepted by the Illinois Department of Natural Resources. Other Boating Safety Certificates, approved by the Illinois Department of Natural Resources, are deemed acceptable for the provisions of this Section.

22. 8. PERSONAL FLOTATION DEVICES.

A. All boats must have at least one U. S. Coast Guard approved wearable personal flotation device for each person on board or being towed. All boats 16 feet or longer, except canoes and kayaks, also must carry one U. S. Coast Guard approved throwable device.

B. All children under the age of 13 must wear a personal floatation device on boats less than 26 feet in length when underway, unless they are below decks in an enclosed cabin.

C. A personal watercraft, specialty prop-craft or eFoil board may not be operated unless each person on board is wearing a U. S. Coast Guard approved personal floatation device. Inflatable personal flotation devices are not approved for personal watercraft, specialty prop-craft or eFoil board use.

D. In addition to being U. S. Coast Guard approved, all personal flotation devices must be:

(1) In good and serviceable condition;

(2) Readily accessible;

(3) Of the proper size for the intended wearer; and,

(4) Legibly marked with the U. S. Coast Guard approval number.

23. 9. MUFFLERS REQUIRED.

A. All motorboats shall be equipped and maintained with an effective muffler or underwater exhaust system. For the purpose of this Section, an effective muffler or underwater exhaust system is one which does not produce sound levels that create excessive or unusual noise, or sound levels that exceed 90 decibels when subjected to a stationary sound level test. Or 75 when in operation on the Lake.

B. This Section does not apply to: (1) A motorboat tuning up for or participating in official trials for a sanctioned race or regatta conducted under a permit by the Lake Maintenance Supervisor or designee; or (2) a motorboat being operated by a boat or marina engine manufacturer for the purpose of testing or development, as authorized by the Lake Maintenance Supervisor or designee.

C. Any person violating subsections A or B of this Section: (1) shall be required to install an effective muffler system on the motorboat in violation; and (2) shall be required to pass the sound level test prescribed by the appropriate Society of Automotive Engineers procedure J2005 before putting the motorboat back into use on the Lake.

E. Any person who operates any motorboat upon the Lake shall be deemed to have given consent to the test or tests prescribed in this Section to determine if the motorboat is in compliance with the provisions of this Section.

27. 10. WATER SKIING.

A. No person may operate a vessel boat having in tow, or otherwise be assisting, a person on water-skis, aquaplane or similar device from the period of one-half hour after sunset to one-half hour before sunrise.

B. All water skiers, personal watercraft, specialty prop-craft operators, sail, surf ~~or eFoil~~ board riders, or any person being towed or otherwise assisted by a boat of any kind must wear a U.S. Coast Guard ~~personal flotation device approved for the specific use.~~

C. No water skiing, surf board riding, or any type of towing or dragging of a person behind a boat ~~or craft~~ is permitted within 200 feet of the shore line, docks or piers, or under any bridge, or in a no-wake area as herein defined, or in any other areas designated by the Lake ~~Maintenance~~ Supervisor or designee.

D. When towing a person on water skis, aquaplane or similar device, the towing ~~vessel~~ boat must have a capacity of at least three persons and must be occupied by at least two competent people. All persons being towed are considered part of the boat's carrying capacity. The operator of any ~~watercraft~~ boat that is towing a person or persons shall display on the boat a bright or brilliant orange flag measuring not less than 12 inches per side. The flag shall be displayed at the highest point of the area surrounding the boat's helm as to be visible from all directions, continuously, while the person or persons being towed depart the boat in preparation for towing and until reentry into the boat when the activity has ceased. Display of the flag for purposes other than the activity described in this Section is prohibited. The operator of such boat must be at least fifteen (15) years of age and the observer must be at least ten (10) years of age.

18. 11. LIGHTS REQUIRED.

A. It is unlawful to operate any boat less than 26 feet in length from sunset to sunrise unless the following lights are carried and displayed when underway:

(1) A bright, white light aft to show all around the horizon, visible for a distance of 2 miles. The word "visible" as used herein means visible on a dark night with clear atmosphere;

(2) A combination light in the forepart of the boat lower than the white light aft, showing green to starboard and red to port, so fixed as to throw a light from dead ahead to 2 points abaft the beam on their respective sides and visible for a distance of not less than one mile;

(3) Lights under International Rules may be shown as an alternative to the above requirements.

B. ~~Watercraft~~ Boat propelled by muscular power when underway shall carry on board from sunset to sunrise, but not fixed to any part of the boat, a lantern or flashlight capable of showing a white light visible all around the horizon at a distance of two miles or more, and shall display such lantern in sufficient time to avoid collision with another boat.

C. Every ~~vessel~~ boat 26 feet or more in length shall carry and display when underway such additional or alternate lights as shall be required by the U. S. Coast Guard for boat of equivalent length and type.

D. Sailboats equipped with motors and being propelled partly or solely by such motors shall carry and display the same lights required for motorboats of the same class. Sailboats of less than 26 feet in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the combination running light, but not the white light aft. Sailboats 26 feet or more in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the colored side lights suitably screened, but not the white lights prescribed for motorboats.

E. Dinghies, tenders and other boats, whose principal function is as an auxiliary to other larger boat, when so operating need carry only a flashlight visible to other boats in the area.

F. ~~Vessels~~ Boats at anchor between the hours of sunset and sunrise shall display such anchor lights as shall be required by the U. S. Coast Guard for boats of equivalent length and type.

19. 12. BOAT LICENSURE PERMITS AND REGISTRATION.

A. No boat ~~or craft~~ shall be kept or used on or in Lake Decatur unless the same is registered and currently permitted by the City of Decatur.

B. Applications for initial registration shall be accompanied by a then current State license.

C. Applications for ~~license~~ permits shall be accompanied by a fee as follows for each boat:

Effective: March 1, 2022

<u>Row boats, canoes, kayaks and other</u>		
<u>boat propelled by muscle power</u>		
		<u>\$30.00</u>
<u>Sail boats</u>		
		<u>\$50.00</u>
<u>Motor boats</u>		
<u>1-50</u>	<u>horsepower</u>	<u>\$57.50</u>
<u>51-100</u>	<u>horsepower</u>	<u>\$70.50</u>
<u>101-150</u>	<u>horsepower</u>	<u>\$80.50</u>
<u>151-200</u>	<u>horsepower</u>	<u>\$93.50</u>
<u>over 200</u>	<u>horsepower</u>	<u>\$103.50</u>

The horsepower of an engine is that determined by the manufacturer thereof. In case a boat ~~or craft~~ is so constructed or rigged to be propelled by more than one type or size of propulsion, the fee to be paid shall be the higher fee specified herein for the several sizes or types of propulsion. Boats ~~or crafts~~ owned or operated by government agencies, and boats participating in an event preapproved by the City Manager or designee, are exempt from ~~licensing~~ permitting fees.

D. ~~Licenses and~~ Permits shall be evidenced by such tags, tickets, plates, decals, stickers or other such devices as may be determined by the departments concerned therewith, may be furnished by the City and shall be so affixed to and continuously displayed on the subject boat ~~or~~

~~craft~~ for the time the same is currently in effect as may be directed by the Lake ~~Maintenance~~ Supervisor or designee.

E. A boat ~~or craft~~ may be kept or used on or in the Lake without a ~~license~~ permit or registration for a period of twenty-four (24) hours, if a temporary permit is issued therefore and is displayed thereon, which said permits may be issued upon payment accompanying the application of ~~Ten Dollars (\$10.00)~~ Fifteen Dollars (\$15.00) for each boat ~~or craft~~ for each respective twenty-four (24) hour period.

F. Boats ~~or craft~~ may be kept or used on or in the Lake without registration if the same is owned by a boat dealer licensed by the State of Illinois and is used for business purposes and said dealer obtains a City ~~license~~ permit upon application accompanied by a fee of \$367.00, effective March 1, 2022, for not more than four boats.

G. Boat registration numbers shall remain with the boat upon transfer of title thereto. No part of a ~~license~~ permit fee shall be refundable, or shall fees be prorated, or ~~licenses~~ permits be transferred between boats.

H. ~~Licenses~~ Permits shall be issued for the period of one year commencing March 1, and expire on the last day of February next after issuance.

20. 13. BOAT RENTALS. The business of renting boats for hire or carrying passengers for hire on the Lake is prohibited except as may be authorized by permit issued by the Lake ~~Maintenance~~ Supervisor or designee and only to those persons currently licensed by the State of Illinois for the same activity. All provisions of this Chapter shall apply to such boats; and all such boats may be inspected by the City from time to time during their period of operation on the Lake. Any such boats failing to have adequate life preservers in place as when ~~licensed~~ permitted, or otherwise failing to pass inspection, shall be made to comply with the provisions hereof before

further operation. No individual operator or employee or anyone operating any boat carrying passengers for hire shall be permitted to operate such boat unless they are physically fit for such duty, has adequate knowledge of the boat mechanism, is familiar with the ordinances, rules and regulations for the operation of boats on the Lake and with the commonly approved safety regulations and measures to be used in case of accident or emergency, including instructions of passengers in the use of safety equipment and their conduct in case of emergency. Each such operator or employee shall at all times be subject to an examination and approval by the City as to such qualifications; and any determination by the City as to such qualifications shall be conclusive. The provisions of this section shall apply to the owner or operator of such boat or to the person, firm or corporation in whose name a permit was obtained. It shall be unlawful for an agent or employee of a permittee to allow the operation of such boat for hire in violation of this Chapter or any applicable State law. Such permit shall apply to all boats ~~or crafts~~ rented by any person, firm or corporation and may be revoked upon evidence that the permit holder has been convicted of any violation of this Chapter or applicable State law.

46- 14. ICE BOATING.

A. No person shall operate or use any ice boat upon the ice of Lake Decatur unless such boat is ~~licensed~~ **permitted** therefor. Applications for such permits shall be made to the Finance Department. No ~~license~~ **permit** for any ice boat shall be issued unless and until the owner of such boat agrees to indemnify and hold harmless the City from and against all causes of action arising out of the operation of said boat upon the Lake, in a form to be approved by the Corporation Counsel. Such permits shall be effective from December 1 through the last day of February of the succeeding year. The fee for such permit shall be ~~Thirty Five Dollars (\$35.00)~~ **Fifty Dollars (\$50.00).**

B. A temporary ~~license~~ permit for an ice boat, good for not to exceed three (3) days, may be obtained. Such temporary ~~license~~ permits shall be issued in like manner and with such indemnities as are provided for in Section A hereof. The fee for such permit shall be ~~Fifteen Dollars (15.00)~~ Twenty Five Dollars (\$25.00).

55. **15. ANNUAL PERMIT FEE ADJUSTMENT.** All permit fees contained in Sections 12(D), 12(G) and 14(A) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 2022~~23~~ for which the increase will be by 2.51 percent, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

49. **16. REVOCATION OF PIER PERMITS.** Any pier or dock permit issued under the provisions of this Chapter may be revoked or suspended for violation of the rules or regulations hereof, in whole or in part. Under no condition may the holder of a boat permit which has been suspended or revoked operate any boat of any type during such period of revocation or suspension.

52. **17. PENALTIES.** Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.

~~Any person, firm or corporation who shall violate any of the provisions of Section 6, 7, 8, 9, 10, 11, 12, 13 or 14 of this chapter shall be fined not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense, and 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 Section 4 subparagraph B of this chapter shall be fined not less than Twenty Five Dollars (\$25.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance 2017-05, February 6, 2017)~~

~~C. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter not enumerated in subparagraph A and B above shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.~~

53. 18. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge ~~based on reasonable grounds~~ of a violation by any person, firm or corporation of any section of this Chapter, ~~such person may be issued~~ a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

54. 19. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited ~~by a Lake Patrol employee~~ for a violation of any section of this Chapter ~~is herein provided~~ may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

Public Works

DATE: 2/13/2023

MEMO: 2023-10

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Ordinance Adding City Code Chapter 66.2 Regulation of Lake Decatur Docks

SUMMARY RECOMMENDATION: See Original Memo

ATTACHMENTS:

Description	Type
Ordinance Adding City Code Chapter 66.2 Regulation of Lake Decatur Docks	Ordinance
Ordinance Adding City Code Chapter 66.2 Regulation of Lake Decatur Docks Additions and Deletions	Backup Material

ORDINANCE NO. _____

ORDINANCE ADDING CITY CODE

-CHAPTER 66.2-

REGULATION OF LAKE DECATUR DOCKS

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

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property of which any length directly abuts Zone A.

B. Dock Shore Line Zone 1 is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. Dock Shore Line Zone 2 is that shore line located to the west and south of U.S. Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. Dock Shore Line Zone 3 is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. Front Footage means that amount of shore line space along which a dock is constructed.

F. High Water Mark shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

H. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

I. Permanent Dock shall mean a dock designed and constructed to not be removed from the lake each winter.

J. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

K. Shore Line means the extended point where the plane of the surface of the waters of the reservoir touches the land.

L. Temporary Dock shall mean a dock designed and constructed to be removed from the lake each winter.

M. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. Zone A shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

2. **DOCKS.** Docks may be constructed upon Lake Decatur under the following conditions only:

A. No dock shall be placed, constructed, operated or maintained in or on the Lake without prior approval by the Lake Supervisor or designee and a permit issued by the Finance Department. City of Decatur building permits and approvals are also required for permanent structures. Final inspection and approval must be obtained from the Lake Supervisor or designee before the dock may be placed in use. Where utility easements, utility structures or government agency property exists which might conflict with construction of a dock, no permit will be issued until written permission has been obtained for the proposed construction from the appropriate utility or government agency.

B. Abutting property owners in Dock Shore Line Zone 3 and property owners in Dock Shore Line Zone 3 that are directly across a public roadway from the Lake may be entitled to a dock permit in accordance with the regulations set forth in this Chapter.

C. No dock shall be constructed immediately in front of another owner's private property; provided that, owners of property abutting the Lake may grant up to two (2) easements appurtenant to owners of property lying within 1,200 feet of the shoreline of the Lake, as the same exists at high water mark, for purposes of dock construction and maintenance, and ingress and egress

therefrom and thereto, and such grantees of said easements, and their heirs, successors and assigns, may be issued a permit for, and may construct and maintain, a dock on said abutting property, for personal use. Not more than one such docks belonging to grantees of easements, as described herein, or their heirs, successors or assigns, may be constructed on abutting property.

D. Each dock shall be securely attached to the shore line and shall be of a type of construction, of such size, length and materials as may be approved by the Lake Supervisor or designee. New docks permitted after December 31, 2022 shall have a length not to exceed 35 linear feet as measured from the high-water mark and a width not to exceed 15 linear feet. In bays or channels less than 100 linear feet across, no new dock built after December 31, 2022 shall extend greater than one-fourth of the distance across the bay or channel. In Dock Shore Line Zones 1 and 2, the City may authorize dock length or width dimension variances.

E. The dock must at all times be kept in a good state of repair.

F. Temporary docks shall be removed from the lake on or before November 15 of each year and not replaced before March 15 of each year unless such dock is approved as a permanent dock by the Lake Supervisor or designee. Temporary docks adjacent to Dock Shore Line Zones 1 and 2 must be installed no later than May 15 of each year.

G. The owner of any dock shall permit no swimming of children under the age of 16 years from the dock unless an adult who is an expert swimmer is present. No person shall swim from any dock without the owner's consent. There shall be no swimming from such dock beyond 50 feet from shore. Swimming, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

H. The location, construction, operation or maintenance of a dock anywhere in or on the Lake is a revocable license privilege.

I. Any dock located, constructed, operated or maintained in violation of the provisions of this Section, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice to remove by a date certain from the Lake Supervisor or designee.

J. If a dock is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the permit holder as per Section 2 (P).

K. A City furnished permit number plate shall be displayed at the Lake end and at the shore end of each dock, and on the plate at the Lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed.

L. Application for an initial permit or for annual renewal of a permit shall be filed with the Finance Department upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate annual fees as follows:

	Effective: March 1, 2022
Dock Shore Line	
Zone 1:	
For each front foot of shore line	\$10.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$171.00
Dock Shore Line	
Zone 2:	
For each front foot of shore line	\$9.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$160.50
Dock Shore Line	
Zone 3:	\$69.00

In Dock Shore Line Zones 1 and 2, the minimum front foot charge is for twelve feet of shore line; and, if the application is for an initial permit, not a renewal, a fee of \$57.50, effective March 1, 2022, shall accompany payment of the annual fee. In Dock Shore Line Zone 3, if a dock, or the adjacent real property permitted as the physical location of the dock, is not inside the corporate limits of the City, the initial or annual permit fees shall be two times the fees for docks of the same classification situated within the corporate limits.

M. In Dock Shore Line Zones 1 and 2 permits will be issued for docks only to the extent that space is available in the judgment of Lake Supervisor or designee with preference being given to multiple boat installations and in Dock Shore Line Zone 3 permits will be issued only to persons owning property abutting the Lake for docks located at such abutting property, except as provided in subsections B. and N. Docks owned or operated by government agencies are exempt from permit fees. Docks contractually authorized by the City Council to other parties may include permit fees that supersede this Chapter.

N. Where sufficient room is available at locations other than those adjacent to privately owned premises, permits may be issued to groups or clubs, applications for which, whether initial or annual renewal, shall be accompanied by a list of the names of those officers and members thereof, their respective home addresses, email address, a telephone number for each, the license number of each boat to be operated from such dock, and location of each boat at the dock.

Group or club boat dock permits issued for locations adjacent to privately owned premises in Dock Shore Line Zone 3, and issued prior to February 28, 1997, may be renewed, but only if the number of boat spaces does not exceed the number of such spaces permitted in 1996. Except as expressly authorized hereby, no other permits for groups or clubs may be issued.

O. The applicant in each application must agree to indemnify and to hold the City harmless for any and all liability for damages to person or property for which it may be held liable by reason of the maintenance or operation of a permitted dock on the lake.

P. If any dock is physically retrieved, recovered or removed from the Lake by the City, the owner thereof shall pay a charge of One Hundred Dollars (\$100.00) along with a sum equal to the cost of labor, material and equipment use to the City connected with such action in excess of One Hundred Dollars (\$100.00) and with a charge of Twenty Five Dollars (\$25.00) for each day or part thereof in which the same is in the custody of the City which custody shall be at the risk of the owner thereof.

Q. No boat shall be moored in the Lake unless it is moored within fifty (50) feet of the shore line, and a dock permit endorsed to authorize such mooring is obtained.

R. In Dock Shore Line Zones 1 and 2 only owners of boats registered with the City for operation on the Lake shall be eligible for permits and as to multiple boat dock permits shall be issued only when such boat registration is shown for each boat space thereon.

S. No boat shall be docked at a dock without permission of the permit holder thereof.

T. Permit holders shall not loan the use of the permitted dock in Dock Shore Line Zones 1 and 2 or space thereon or lease, sublease or rent the same, except temporarily for short spaces of time with permission of the Lake Supervisor or designee and without payment of any fee or charge for the same.

U. All docks in Dock Shore Line Zones 1 and 2 and those in Dock Shore Line Zone 3 located under the provisions of subsections M. and N. shall be furnished with a gate suitable to limit entry to such dock when closed, and which gate shall be closed and locked except during use by an authorized user.

V. In Dock Shore Line Zones 1 and 2, the terms of the annual dock permits include the City's right to limit access, limit use, and allow other organizations the temporary use of the dock for the purpose of conducting public events on and adjacent to Lake Decatur.

W. No dock shall be used as living quarters or a place of residence.

X. In unincorporated areas of Dock Shore Line Zone 3, applications for initial or new dock permits shall not be allowed unless the unincorporated property abutting or adjacent to the proposed dock is annexed into the City, unless the City Manager or designee, determines in writing that the unincorporated property does not require annexation.

3. **PERMITS ARE PERSONAL PRIVILEGES.** Permits issued pursuant to Section 2 are for privileges personal to the permit holder and spouse and may not be transferred. All such permits expire on the last day of February next after issuance.

4. **REVOCATION OF DOCK PERMIT.** A dock permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation duly established hereunder or any other ordinance or statute of like nature the violation of which occurred on or adjacent to Lake Decatur.

5. **PENALTIES.** Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.

6. **VIOLATION NOTICE AND COMPLAINT.** Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation

may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

7. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

8. ANNUAL PERMIT FEE ADJUSTMENT. All permit fees contained in Section L. of this Chapter will increase on May 1 annually by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 2023 for which the increase will be by 2.51 percent, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of February, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

-CHAPTER 66.2-

REGULATION OF LAKE DECATUR DOCKS

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property of which any length directly abuts Zone A.

B. **Dock** Shore Line Zone 1 is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. **Dock** Shore Line Zone 2 is that shore line located to the west and south of U.S. Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. **Dock** Shore Line Zone 3 is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. Front Footage means that amount of shore line space along which a dock is constructed.

F. High Water Mark shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

H. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County.

Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

I. Permanent Dock shall mean a dock designed and constructed to not be removed from the lake each winter.

J. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

K. Shore Line means the extended point where the plane of the surface of the waters of the reservoir touches the land.

L. Temporary Dock shall mean a dock designed and constructed to be removed from the lake each winter.

M. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. Zone A shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

~~47. 2. PIERS AND DOCKS. Piers or~~ Docks may be constructed upon Lake Decatur under the following conditions only:

A. No ~~pier or~~ dock shall be placed, constructed, operated or maintained in or on the Lake without a permit issued prior approval
by the Lake Supervisor or designee and a permit issued by the Finance Department. City of Decatur building permits and approvals are also required for permanent structures. Final inspection and approval must be obtained from the Lake Supervisor or designee before the dock may be placed in use. Where utility easements, utility structures or government agency property exists which might conflict with construction of a dock, no permit will be issued until written permission has been obtained for the proposed construction from the appropriate utility or government agency.

B. Abutting property owners in Dock Shore Line Zone 3 and property owners in Dock Shore Line Zone 3 that are directly across a public roadway from the Lake may be entitled to a dock permit in accordance with the regulations set forth in this Chapter.

C. No ~~pier or~~ dock shall be constructed immediately in front of another owner's private property; provided that, owners of property abutting the Lake may grant up to two (2) easements appurtenant to owners of property lying within ~~500 feet~~ 1,200 feet of the shoreline of the Lake, as the same exists at high water mark, for purposes of dock construction and maintenance, and ingress and egress therefrom and thereto, and such grantees of said easements, and their heirs, successors and assigns, may be issued a permit for, and may construct and maintain, a dock on said abutting

property, for personal use. Not more than ~~three~~ **one** such docks belonging to grantees of easements, as described herein, or their heirs, successors or assigns, may be constructed on abutting property.

D. Each ~~pier or~~ dock shall be securely attached to the shore line and shall be of a type of construction, of such size, length and materials as may be approved by the Lake ~~Maintenance~~ Supervisor or designee. **New docks permitted after December 31, 2022 shall have a length not to exceed 35 linear feet as measured from the high-water mark and a width not to exceed 15 linear feet. In bays or channels less than 100 linear feet across, no new dock built after December 31, 2022 shall extend greater than one-fourth of the distance across the bay or channel. In Dock Shore Line Zones 1 and 2, the City may authorize dock length or width dimension variances.**

E. The dock must at all times be kept in a good state of repair.

F. Temporary docks shall be removed from the lake on or before November 15 of each year and not replaced before March 15 of each year unless such dock is approved as a permanent dock by the Lake ~~Maintenance~~ Supervisor or designee. Temporary ~~piers or~~ docks adjacent to **Dock** Shore Line Zones 1 and 2 must be installed no later than May 15 of each year.

G. The owner of any ~~pier or~~ dock shall permit no swimming ~~from the pier or dock~~ of children under the age of 16 years from the dock unless an adult who is an expert swimmer is present. No person shall swim from any ~~pier or~~ dock without the owner's consent. There shall be no swimming from such ~~pier or~~ dock beyond 50 feet from shore. Swimming, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

H. The location, construction, operation or maintenance of a ~~pier or~~ dock anywhere in or on the Lake is a revocable license privilege.

I. Any ~~pier or~~ dock located, constructed, operated or maintained in violation of the provisions of this Section, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice **to remove by a date certain** from the Lake ~~Maintenance~~ Supervisor or designee.

J. If a ~~pier or~~ dock is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the permit holder as per Section **48 2 (P)**.

K. A City furnished permit number plate shall be displayed at the Lake end and at the shore end of each ~~pier or~~ dock, and on the plate at the Lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed.

L. Application for an initial permit or for annual renewal of a permit shall be filed with the Finance Department upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate annual fees as follows:

	<u>Effective: March 1, 2022</u>
<u>Dock Shore Line</u>	
<u>Zone 1:</u>	
<u>For each front foot of shore line</u>	<u>\$10.50</u>
<u>plus for the first boat space</u>	<u>\$136.00</u>
<u>plus for each boat space above one</u>	<u>\$171.00</u>
<u>Dock Shore Line</u>	
<u>Zone 2:</u>	
<u>For each front foot of shore line</u>	<u>\$9.50</u>
<u>plus for the first boat space</u>	<u>\$136.00</u>
<u>plus for each boat space above one</u>	<u>\$160.50</u>
<u>Dock Shore Line</u>	
<u>Zone 3:</u>	<u>\$69.00</u>

In Dock Shore Line Zones 1 and 2, the minimum front foot charge is for twelve feet of shore line; and, if the application is for an initial permit, not a renewal, a fee of \$57.50, effective March 1, 2022, shall accompany payment of the annual fee. In Dock Shore Line Zone 3, if a ~~pier or~~ dock, or the adjacent real property permitted as the physical location of the ~~pier or~~ dock, is not inside the corporate limits of the City, the initial or annual permit fees shall be two times the fees for ~~pier or~~ docks of the same classification situated within the corporate limits.

M. In Dock Shore Line Zones 1 and 2 permits will be issued for docks ~~or piers~~ only to the extent that space is available in the judgment of Lake Maintenance Supervisor or designee with preference being given to multiple boat installations and in Dock Shore Line Zone 3 permits will be issued only to persons owning property abutting the Lake for ~~piers or~~ docks located at such abutting property, except as provided in subsections B. and N. Docks ~~or piers~~ owned or operated by government agencies are exempt from permit fees. Docks contractually authorized by the City Council to other parties may include permit fees that supersede this Chapter.

N. Where sufficient room is available at locations other than those adjacent to privately owned premises, permits may be issued to groups or clubs, applications for which, whether initial or annual renewal, shall be accompanied by a list of the names of those officers and members thereof, their respective home addresses, email address, a telephone number for each, the license number of each boat to be operated from such ~~pier or~~ dock, and location of each boat at the ~~pier or~~ dock.

Group or club boat dock permits issued for locations adjacent to privately owned premises in Dock Shore Line Zone 3, and issued prior to February 28, 1997, may be renewed, but only if the number of boat spaces does not exceed the number of such spaces permitted in 1996. Except as expressly authorized hereby, no other permits for groups or clubs may be issued.

O. The applicant in each application must agree to indemnify and to hold the City harmless for any and all liability for damages to person or property for which it may be held liable by reason of the maintenance or operation of a permitted ~~pier or~~ dock on the lake.

P. If any ~~pier or~~ dock is physically retrieved, recovered or removed from the Lake by the City, the owner thereof shall pay a charge of ~~Fifty Dollars (\$50.00)~~ **One Hundred Dollars (\$100.00)** along with a sum equal to the cost of labor, material and equipment use to the City connected with such action in excess of ~~Fifty Dollars (\$50.00)~~ **One Hundred Dollars (\$100.00)** and with a charge of ~~Ten Dollars (\$10.00)~~ **Twenty Five Dollars (\$25.00)** for each day or part thereof in which the same is in the custody of the City which custody shall be at the risk of the owner thereof.

Q. No boat shall be moored in the Lake unless it is moored within fifty (50) feet of the shore line, and a dock permit endorsed to authorize such mooring is obtained.

R. In **Dock** Shore Line Zones 1 and 2 only owners of boats registered with the City for operation on the Lake shall be eligible for permits and as to multiple boat dock permits shall be issued only when such boat registration is shown for each boat space thereon.

S. No boat shall be docked at a ~~pier or~~ dock without permission of the permit holder thereof.

T. Permit holders shall not loan the use of the permitted dock ~~or piers~~ in **Dock** Shore Line Zones 1 and 2 or space thereon or lease, sublease or rent the same, except temporarily for short spaces of time with permission of the Lake ~~Maintenance~~ Supervisor or designee and without payment of any fee or charge for the same.

U. All ~~piers or~~ docks in **Dock** Shore Line Zones 1 and 2 and those in **Dock** Shore Line Zone 3 located under the provisions of subsections M. and N. shall be furnished with a gate suitable

to limit entry to such ~~pier-or~~ dock when closed, and which gate shall be closed and locked except during use by an authorized user.

V. In **Dock** Shore Line Zones 1 and 2, the terms of the annual dock ~~and pier~~ permits include the City's right to limit access, limit use, and allow other organizations the temporary use of the dock ~~and pier facility~~, for the purpose of conducting public events on and adjacent to Lake Decatur. ~~This section shall become effective March 1, 1994.~~

W. No dock shall be used as living quarters or a place of residence.

X. In unincorporated areas of Dock Shore Line Zone 3, applications for initial or new dock permits shall not be allowed unless the unincorporated property abutting or adjacent to the proposed dock is annexed into the City, unless the City Manager or designee, determines in writing that the unincorporated property does not require annexation.

48. 3. PERMITS ARE PERSONAL PRIVILEGES. Permits issued pursuant to Section 2 are for privileges personal to the permit holder and spouse and may not be transferred. All such permits expire on the last day of February next after issuance.

49. 4. REVOCATION OF DOCK PERMIT. A ~~pier-or~~ dock permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation duly established hereunder or any other ordinance or statute of like nature the violation of which occurred on or adjacent to Lake Decatur.

52. 5. PENALTIES. . Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.

~~. Any person, firm or corporation who shall violate any of the provisions of Section 6, 7, 8, 9, 10, 11, 12, 13 or 14 of this chapter shall be fined not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense, and 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 Section 4 subparagraph B of this chapter shall be fined not less than Twenty Five Dollars (\$25.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance 2017-05, February 6, 2017)~~

~~——— C. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter not enumerated in subparagraph A and B above shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor 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.~~

53. 6. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge ~~based on reasonable grounds~~ of a violation by any person, firm or corporation of any section of this Chapter, ~~such person may be issued~~ a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

54. 7. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited ~~by a Lake Patrol employee~~ for a violation of any section of this Chapter ~~is herein provided~~ may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

~~55.~~ **8. ANNUAL PERMIT FEE ADJUSTMENT.** All permit fees contained in Sections 12(D), 12(G) and 14(A) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, except for the year 202~~2~~**3** for which the increase will be by 2.51 percent, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

Financial Management

DATE: 2/15/2023

MEMO:

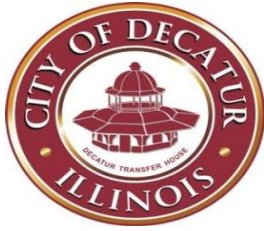
TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager
Gregg Zientara, Finance Director
Anthony Cooling, Budget & Revenue Officer

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover memo	Cover Memo
Backup material	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report January 2023

The Year in Play

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

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

City Financial Position

The City of Decatur ended the month with a total cash position of \$131.8 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$130.5 at the end of last month.

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

The General Fund cash reserve position is 110 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at \$20.9 million.

City cash reserves are contained in Special Revenue funds (\$24.2 million), TIF Redevelopment funds (\$3 million), Capital funds (\$4.2 million), Debt Service fund (\$1.3 million), Internal Service funds (\$4.4 million) and Enterprise funds (\$68.8 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

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

Fund Type	Nov-22	Dec-22	Jan-23	Comment
Special Revenue	16.5	24.5	24.2	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.8	2.9	3.01	Debt service and redevelopment agreement obligations
Capital	20.2	4.4	4.2	Capital funding available
Debt	2.1	1.2	1.3	Debt service obligations
Internal Service	4.8	4.4	4.4	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	64.6	67.5	68.8	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	112	104.9	105.91	
General Fund	24.5	25.1	25.7	Basic services to citizens and stakeholders
Total City Cash	136.5	130.5	131.8	

Changes of note in the period:

- Because accounting principles require that funds do not end in a negative cash balance, at the end of FY2022, funds were transferred between funds with negative balances, such as Transit. These transfers were reversed for January in FY2023.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$25.7 million. The current cash balance represents a cash reserve position of about 110 days. The general fund 90 reserve was calculated to be \$20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

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

\$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	87,097	6,479	6,173	5%
Expense	88,862	5,934	7,234	-22%
Surplus	(1,765)	545	(1,061)	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget from Council Adoption

Revenue Comments (of significant matters)

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

General Fund Revenue

Revenue to date through the period is \$6.47 million versus budget to date revenue of \$6.17 million, above budget by 5%.

Year to date position of revenue vs. budget

GENERAL GOV TAXES	Actual YTD	Budget YTD	vs Budget	% vs Budget
PROPERTY TAX	-	-	-	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	1,155,830	1,093,915	61,915	5%
TELEPHONE UTILITY TAX	100,718	99,599	1,119	1%
FOOD & BEVERAGE TAX	349,168	348,754	414	0%
HOTEL AND MOTEL TAX	71,531	67,005	4,526	6%
LOCAL SALES TAX	1,142,635	1,061,839	80,796	7%
AVIATION FUEL TAX	1,191	667	524	44%
LOCAL USE TAX	253,475	230,488	22,987	9%
AUTO RENTAL TAX	4,404	3,827	578	13%
UTILITY TAX - ELECTRIC & GAS	494,772	481,013	13,759	3%
VIDEO GAMING TAX	187,712	188,820	(1,108)	-1%
CABLE TV TAX	11,674	13,892	(2,218)	-19%
Sub Total	3,773,110	3,589,818	183,292	5%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	2,484	-	2,484	100%
STATE REPLACEMENT TAX	538,022	212,434	325,589	61%
STATE INCOME TAX	1,049,580	1,018,531	31,049	3%
FEDERAL GRANTS	-	-	-	
STATE GRANTS OR OTHER	-	12,500	(12,500)	
POLICE OT REIMBURSEMENTS	2,821	7,199	(4,378)	-155%
CANNABIS TAX	8,951	10,165	(1,214)	-14%
ADDI REIMBURSEMENTS	480	-	-	
Sub Total	1,602,338	1,260,829	341,030	21%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	700,490	721,884	(21,394)	-3%
GENERAL GOV LICENSES/PERMITS				
Sub Total	27,033	295,967	(268,934)	-995%
GENERAL GOV OTHER				
Sub Total	376,159	304,776	71,384	19%
General Fund Total (year-to-date)	6,479,130	6,173,274	305,857	5%

Revenue numbers may not add due to rounding

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

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

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax	13,914,000	1,155,830	8.3%	1,021,688	13.1%
Local Sales Tax (Gen Fund)	13,334,000	1,142,635	8.6%	992,643	15.1%
State Income Tax	11,874,000	1,049,580	8.8%	960,878	9.2%
Utility Tax (Gas/Electric)	5,337,000	494,772	9.3%	451,231	9.6%
Food & Beverage Tax (Gen Fund)	3,997,000	349,168	8.7%	325,939	7.1%
State Local Use Tax	3,020,000	253,475	8.4%	215,409	17.7%
Video Gaming Tax	2,386,000	187,712	7.9%	186,950	0.4%
State Replacement Tax (Gen Fund)	2,000,000	538,022	26.9%	379,831	41.6%
Hotel & Motel Tax	1,152,000	71,531	6.2%	62,215	15.0%
Cable TV Tax	1,034,000	11,674	1.1%	13,687	-14.7%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$5.93 million of a \$88.6 million budget.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	1,204,660	19,103,490	6%
Developmental Services	288,832	4,287,539	7%
Public Safety	3,650,425	54,833,436	7%
Public Works	792,865	11,045,035	7%
General Fund Expense	5,934,492	88,862,000	7%

Expense numbers may not add due to rounding

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

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

Fund	Fund Balance	Comment
Federal HOME	\$ 12,468	Federally approved programs
Federal CDBG	\$ 12,652	Community Development Block Grant
State Drug Enforcement	\$ 28,946	Police programs
Federal DUI Drug Enforcement	\$ 408,109	Police programs
Building Fund	\$ 925,190	R&M and capital of Library facility
Public Library	\$ 1,534,838	Operational fund of Library
Library Capital	\$ 994,272	Capital Expense requirements and cash reserves
Library Trust	\$ 105,559	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 1,776,547	Street repairs and maintenance
Motor Fuel Tax	\$ 6,164,809	Street repairs and maintenance
Community Revitalization	\$ 10,927,038	Revitalization initiatives
2018 Project	\$ 571,698	General Obligation bond proceeds for construction of new fire stations
Capital Project	\$ 26,114	Minimal funding available
Equipment Replacement	\$ 848,394	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ 1,298,763	Debt payments on current debt issues
Fleet Maintenance	\$ 484,542	Repair and maintenance of city vehicle fleet
Risk Management	\$ 3,431,429	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ 505,337	Coverage for healthcare and other benefit expenses.
Public Transit Operations	\$ (298,520)	Operational and capital funding of the transit system
Fiber Optics	\$ 338,310	City investment in the next phase of a fiber optic network
Storm Water	\$ 2,980,087	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 12,912,647	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ 10,833,659	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	\$ 4,407,456	Bond revenues in FY22
Grant	\$ 162,246	Unbudgeted FY2022 grants
ARP	\$ 2,665,835	Federal ARP funds as per city budget

Investments

City investments include about \$10.5 million in US Treasury Bonds and an additional \$20 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

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

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

Debt

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

Revenue Tracking

City-wide Revenue received is \$10.6 million. This is 4.5% of the annual revenue budget of \$236 million.

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

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

Expenditure Tracking

City-wide expenses during the reporting period were \$15.2 million, which is 5.5% of the annual revised expense budget of \$274.5 million.

Water Utility

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

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about \$1.3 million of expenses over revenue. In FY2022, the comparable was \$1 million revenue over expenses. In debt payments for the Fiscal Year, about \$180 thousand has been paid out so far.

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

Headcount Staffing Across all Funds

Current full-time staffing level is 430 FTEs versus budget of 465 FTEs. There are 18 part-time and temp employees.



Fiscal Year 2023

Fiscal Period Ending January 2023

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: January 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	25,180,137.32	6,479,130.44	5,934,492.18	5,339.30		25,730,114.88		25,730,114.88	0.00
14	Special Revenue Funds PAYROLL FUND	0.00	0.00	0.00	0.00		(297.00)		(297.00)	
16	COMMUNITY GRANT FUND	1,898.73	1,147.57	266.49	(15,000.00)		(12,220.19)		(12,220.19)	
17	HOME FUND	11,276.42	38,167.92	36,976.56	0.00		12,467.78		12,467.78	
18	CDBG FUND	15,216.03	61,595.03	64,159.13	0.00		12,651.93		12,651.93	
22	DUATS FUND	38,621.31	24.21	9,699.07	0.00		28,946.45		28,946.45	
25	STATE DRUG ENFORCEMENT	404,854.74	35,126.14	2,842.40	(29,029.75)		408,108.73		408,108.73	
26	DUI FINES AND FEES FUND	213,722.22	6,134.24	456.00	0.00		219,400.46		219,400.46	
27	POLICE LAB & PROGRAMS	186,406.86	146.72	0.00	0.00		186,553.58		186,553.58	
30	FEDERAL DRUG ENFORCEMENT	248,430.73	178.10	0.00	0.00		248,608.83		248,608.83	
34	BUILDING FUND	945,162.49	51,868.14	71,840.18	0.00		925,190.45		925,190.45	
35	LIBRARY FUND	1,641,004.23	210,557.45	316,724.15	0.00		1,534,837.53		1,534,837.53	
36	MUNICIPAL BAND FUND	91,051.75	1,089.62	2,048.00	0.00		90,093.37		90,093.37	
37	FOREIGN FIRE INSURANCE FUND	294,663.86	269.18	17,434.60	0.00		277,498.44		277,498.44	
42	LOCAL STREETS & ROADS	1,622,543.15	154,526.28	522.82	0.00		1,776,546.61		1,776,546.61	
46	MOTOR FUEL TAX FUND	6,233,551.90	279,706.05	348,449.10	0.00		6,164,808.85		6,164,808.85	
58	LIBRARY CAPITAL	1,134,988.71	762.95	141,479.60	0.00		994,272.06		994,272.06	
59	LIBRARY TRUST FUNDS	106,389.16	375.95	1,205.90	0.00		105,559.21		105,559.21	
82	DCDF FUND	160,058.47	1,518.32	631.32	0.00		160,945.47		160,945.47	
84	COMMUNITY REVITALIZATION	11,060,330.27	11,676.20	144,968.11	0.00		10,927,038.36		10,927,038.36	
85	GRANT FUND	162,129.62	116.23	0.00	0.00		162,245.85		162,245.85	
	Total Special Revenue Funds	24,572,300.65	854,986.30	1,159,703.43	(44,029.75)	0.00	24,223,553.77	0.00	24,223,256.77	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	245,279.67	175.84	0.00	0.00		245,455.51		245,455.51	
21	WABASH CROSSING TIF	2,032,019.45	1,456.74	0.00	0.00		2,033,476.19		2,033,476.19	
23	EASTGATE TIF FUND	211,783.16	18,908.55	0.00	0.00		230,691.71		230,691.71	
24	SOUTHSIDE TIF FUND	184,969.64	132.60	0.00	0.00		185,102.24		185,102.24	
28	PINES SHOPPING CENTER TIF	107,055.42	3,157.85	0.00	0.00		110,213.27		110,213.27	
29	GRAND & OAKLAND TIF	207,033.12	5,895.48	0.00	0.00		212,928.60		212,928.60	
	Total TIF & Redevelpmnt Funds	2,988,140.46	29,727.06	0.00	0.00	0.00	3,017,867.52	0.00	3,017,867.52	0.00
40	Capital Funds PEG CAPITAL FUND	117,077.23	2,419.31	2,685.67	0.00		116,810.87		116,810.87	
44	2018 PROJECT FUND	571,288.84	409.55	0.00	0.00		571,698.39	0.00	571,698.39	
45	CAPITAL PROJECT FUND	59,835.10	30.80	33,751.45	0.00		26,114.45		26,114.45	(781,816.00)
61	EQUIPMENT REPLACEMENT	964,547.50	(677.89)	115,475.21	0.00		848,394.40		848,394.40	
99	AMERICAN RESCUE PLAN	2,734,801.62	0.00	68,967.00	0.00		2,665,834.62		2,665,834.62	
	Total Capital Funds	4,447,550.29	2,181.77	220,879.33	0.00	0.00	4,228,852.73	0.00	4,228,852.73	(781,816.00)

City of Decatur
Treasurer's Cash Report

Month of: January 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,280,757.12	18,006.16	0.00	0.00		1,298,763.28		1,298,763.28	0.00
60	Internal Service Funds FLEET MAINTENANCE	361,881.99	291,783.71	169,123.50	0.00		484,542.20		484,542.20	
64	RISK MANAGEMENT	3,379,882.87	339,847.97	288,301.53	0.00		3,431,429.31		3,431,429.31	
65	INSURANCE FUND	737,913.30	897,059.56	1,129,636.23	0.00		505,336.63		505,336.63	
	Total Internal Service Funds	4,479,678.16	1,528,691.24	1,587,061.26	0.00	0.00	4,421,308.14	0.00	4,421,308.14	0.00
70	Enterprise Funds MASS TRANSIT - OPERATION	82,622.30	2,364,699.22	645,841.54	(2,100,000.00)		(298,520.02)		(298,520.02)	
77	FIBER OPTICS	257,995.39	7,734.62	(72,580.00)	0.00		338,310.01		338,310.01	
78	STORM WATER	2,935,112.75	129,877.80	84,903.95	0.00		2,980,086.60		2,980,086.60	
79	SEWER FUND	13,245,093.63	642,339.21	974,785.40	0.00		12,912,647.44		12,912,647.44	
80	WATER FUND	9,423,871.49	2,640,714.67	1,308,405.92	77,478.47		10,833,658.71		10,833,658.71	
81	WATER CAPITAL	5,971,423.82	11,919.01	1,575,886.65	0.00		4,407,456.18		4,407,456.18	781,816.00
86	WATER DEBT	10,385,000.00	0.00	0.00	2,115,000.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	307,107.77	56,770.55	78,363.36	0.00		285,514.96		285,514.96	
89	2022 BOND FUND	24,953,276.39	40,531.53	55,798.13	0.00		4,853,063.86	20,084,945.93	24,938,009.79	
	Total Enterprise Funds	67,561,503.54	5,894,586.61	4,651,404.95	92,478.47	0.00	48,812,217.74	20,084,945.93	68,897,163.67	781,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	1,905,642.93	157,816.44	804,544.77	0.00		1,258,914.60		1,258,914.60	
90	FIRE PENSION INVESTMENTS	87,215,902.29	(2,311,570.55)	12,874.72	0.00			84,891,457.02	84,891,457.02	
	TOTAL FIRE PENSION	89,121,545.22	(2,153,754.11)	817,419.49	0.00	0.00	1,258,914.60	84,891,457.02	86,150,371.62	
91	POLICE PENSION FUND CASH	11,352,133.84	189,895.90	921,553.01	0.00		10,620,476.73		10,620,476.73	
91	POLICE PENSION INVESTMENTS	113,051,027.43	(2,175,829.62)	0.00	0.00			110,875,197.81	110,875,197.81	
	TOTAL FIRE PENSION	124,403,161.27	(1,985,933.72)	921,553.01	0.00	0.00	10,620,476.73	110,875,197.81	121,495,674.54	
	Total Trust & Agency Funds	213,524,706.49	(4,139,687.83)	1,738,972.50	0.00	0.00	11,879,391.33		207,646,046.16	0.00
	Total City Funds	344,034,774.03	10,667,621.75	15,292,513.65	53,788.02	0.00	123,612,069.39	20,084,945.93	339,463,373.15	
Memorandum Items										
	Pooled Cash Investments							10,801,127.20	10,801,127.20	
	City Funds ex Trust & Agency	130,510,067.54	14,807,309.58	13,553,541.15	53,788.02	0.00	111,732,678.06	30,886,073.13	131,817,326.99	0.00

City of Decatur
Treasurer's Investment Report

Month of : January 2023

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Interest Rate	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Sep - Mar	03/31/23	1.50000%	1,825,000.00	1,819,505.86	1,815,875.00	-	-	10,178.57
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	1,750,000.00	1,694,013.67	1,704,132.50	-	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	3,225,000.00	3,182,937.50	3,113,511.75	-	-	11,125.00
US Treasury Bond	Dec - Jun	06/15/24	0.25000%	1,500,000.00	1,490,683.59	1,414,800.00	-	-	5,625.00
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	1,600,000.00	1,599,062.50	1,503,376.00	-	-	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	1,000,000.00	995,429.69	937,810.00	-	-	3,750.00
Federated US Treasury Cash Reserves		Liquid		18,094.85	19,494.39	35,910.93	680.61	680.61	
Total Investment(s)				10,918,094.85	10,801,127.20	10,525,416.18	680.61	680.61	36,678.57

Water Capital Bond
1001027214
Fund 89

Investment Instrument	Expect	Maturity	Interest	Par Value	Cost	Market	CP Interest	YTD Interest	BTD Interest	
	Int Income	Date	Rate	Amount		Value	Received	Received 2023	Received	
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%	-	-	-	26,445.00	26,445.00	26,445.00	
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	2,000,000.00	1,983,125.00	1,995,360.00	-	-	1,875.00	
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	2,000,000.00	1,962,343.75	1,985,720.00	-	-	362.02	
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	2,000,000.00	1,961,093.75	1,982,200.00	-	-	928.96	
United States Treasury Note/Bond .25% 27 Apr 2023	Apr-Oct	4/27/2023	0.250%	1,500,000.00	1,467,088.33	1,467,088.33	-	-	-	
United States Treasury Note/Bond 25 May 2023	May	5/25/2023	2.260%	1,800,000.00	1,760,224.00	1,760,224.00	-	-	-	
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	2,000,000.00	1,950,859.38	1,970,320.00	-	-	778.69	
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	2,000,000.00	1,945,703.13	1,962,500.00	-	-	(264.95)	
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	2,000,000.00	1,942,812.50	1,958,520.00	1,250.00	1,250.00	1,086.96	
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/20/2023	2.350%	2,000,000.00	1,954,041.39	1,954,041.39	1,250.00	1,250.00	1,250.00	
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	3,100,000.00	2,982,785.16	2,989,330.00	11,625.00	11,625.00	324.05	
BlackRock Liquidity Funds Treasury Trust Fund Portfolio				174,869.54	174,869.54	228,082.00	496.97	496.97		
Total Investment(s)				20,574,869.54	20,084,945.93	20,253,385.72	41,066.97	41,066.97	32,785.73	
GRAND TOTALS:					31,492,964.39	30,886,073.13	30,778,801.90	41,747.58	41,747.58	69,464.30

Pooled Cash		Journal Entry						
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees		(2,080.15)	(2,080.15)				(2,080.15)	-
Interest (Income)		680.61	680.61	-	-	-	680.61	-
		(1,399.54)	(1,399.54)	-	-	-	(1,399.54)	-
Water Capital Bond		Journal Entry						
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees		(4,032.05)	(4,032.05)				-	(4,032.05)
Interest (Income)		41,066.97	41,066.97	-	-	-	-	41,066.97
		37,034.92	37,034.92	-	-	-	-	37,034.92

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

Fund Description Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds

Debt Issue GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects

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

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

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

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

Period Ending: January 2023

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,479,130												6,479,130	
Budget Projection	6,173,274	5,863,228	6,962,302	5,960,707	7,922,048	5,902,173	12,340,959	6,973,136	9,287,820	7,629,052	6,269,201	5,813,102	87,097,000	87,097,000
Vs budget in month	305,856	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	305,856	-	-	-	-	-	-	-	-	-	-	-	(80,617,870)	
EXPENSE														
Personnel Expense														
Actual	3,771,807												3,771,807	
Budget Projection	4,031,343	3,631,258	5,402,600	4,046,758	3,753,100	4,244,680	9,003,324	4,547,183	8,785,803	4,776,663	4,166,099	3,725,446	60,114,256	60,114,256
Vs budget in month	(259,536)	-	-	-	-	-	-	-	-	-	-	-		68%
Vs budget to date	(259,536)	-	-	-	-	-	-	-	-	-	-	-	(56,342,449)	of GF Expense
Operating Expense														
Actual	2,162,685												2,162,685	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733	1,789,081	2,199,909	8,432,310	1,624,411	1,329,165	1,889,182	2,457,881	1,587,661	28,747,744	28,747,744
Vs budget in month	(1,040,628)	-	-	-	-	-	-	-	-	-	-	-		32%
Vs budget to date	(1,040,628)	-	-	-	-	-	-	-	-	-	-	-	(26,585,059)	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	-	-	-	-	-	-	-	-	-	-	-	5,934,492	
Budget Projection	7,234,656	4,753,710	6,501,244	6,060,492	5,542,181	6,444,589	17,435,634	6,171,594	10,114,968	6,665,845	6,623,980	5,313,107	88,862,000	88,862,000
Vs budget in month	(1,300,164)	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(1,300,164)	-	-	-	-	-	-	-	-	-	-	-	(82,927,508)	
Surplus / (Deficit)														
Actual	544,638	-	-	-	-	-	-	-	-	-	-	-	544,638	
Budget Projection	(1,061,383)	1,109,519	461,058	(99,785)	2,379,867	(542,417)	(5,094,675)	801,542	(827,148)	963,207	(354,778)	499,995	(1,765,000)	(1,765,000)
Vs budget in month	1,606,021	(1,109,519)	(461,058)	99,785	(2,379,867)	542,417	5,094,675	(801,542)	827,148	(963,207)	354,778	(499,995)		
Vs budget to date	1,606,021	-	-	-	-	-	-	-	-	-	-	-	2,309,638	
Beginning Cash Balance	25,180,137	-	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments	5,339													
Ending Cash Balance	25,730,115	-	-	-	-	-	-	-	-	-	-	-		

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-	-	-	-	-	-	-	-	15,677,193	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-	-	-	-	-	-	-	-	1,841,409	0%
OTHER TAXES TOTAL			-	-	-	-	-	-	-	-	-	-	-	-	-	17,518,602	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,157,380	-	-	-	-	-	-	-	-	-	-	-	1,157,380	13,501,160	9%
var	STATE SALES TAX	var	1,168,660	-	-	-	-	-	-	-	-	-	-	-	1,168,660	14,061,840	8%
OTHER TAXES TOTAL			2,326,039	-	-	-	-	-	-	-	-	-	-	-	2,326,039	27,563,000	8%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	-	-	-	-	-	-	-	11,940,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10							-	-	-	-	-	-	-	14,000	0%
301201	STATE SALES TAX	10	1,155,830	-	-	-	-	-	-	-	-	-	-	-	1,155,830	13,914,000	8%
301202	TELEPHONE UTILITY TAX	10	100,718	-	-	-	-	-	-	-	-	-	-	-	100,718	1,183,000	9%
301203	FOOD & BEVERAGE TAX	10	349,168	-	-	-	-	-	-	-	-	-	-	-	349,168	3,997,000	9%
301204	HOTEL AND MOTEL TAX	10	71,531	-	-	-	-	-	-	-	-	-	-	-	71,531	1,152,000	6%
301205	LOCAL SALES TAX	10	1,142,635	-	-	-	-	-	-	-	-	-	-	-	1,142,635	13,334,000	9%
301206	AVIATION FUEL TAX	10	1,191	-	-	-	-	-	-	-	-	-	-	-	1,191	8,000	15%
301207	LOCAL USE TAX	10	253,475	-	-	-	-	-	-	-	-	-	-	-	253,475	3,020,000	8%
301208	AUTO RENTAL TAX	10	4,404	-	-	-	-	-	-	-	-	-	-	-	4,404	48,000	9%
301209	UTILITY TAX - ELECTRIC & GAS	10	494,772	-	-	-	-	-	-	-	-	-	-	-	494,772	5,337,000	9%
301210	VIDEO GAMING TAX	10	187,712	-	-	-	-	-	-	-	-	-	-	-	187,712	2,386,000	8%
301302	CABLE TV TAX	10	11,674	-	-	-	-		-	-		-	-	-	11,674	1,034,000	1%
Sub Total			3,773,110	-	-	-	-	-	-	-	-	-	-	-	3,773,110	57,367,000	7%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	2,484	-	-	-	-	-	-	-	-	-	-	-	2,484	56,000	4%
302104	STATE REPLACEMENT TAX	10	538,022	-	-	-	-	-	-	-	-	-	-	-	538,022	2,000,000	27%
302105	STATE INCOME TAX	10	1,049,580	-	-	-	-	-	-	-	-	-	-	-	1,049,580	11,874,000	9%
302106	FEDERAL GRANTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	0%
302107	STATE GRANTS OR OTHER	10	2,821	-	-	-	-	-	-	-	-	-	-	-	2,821	150,000	2%
302114	POLICE OT REIMBURSEMENTS	10	8,951	-	-	-	-	-	-	-	-	-	-	-	8,951	89,000	-
302121	CANNABIS TAX	10	480	-	-	-	-	-	-	-	-	-	-	-	480	119,000	0%
308879	ADDI REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total			1,602,338	-	-	-	-	-	-	-	-	-	-	-	1,602,338	14,638,000	11%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	171,795	-	-	-	-	-	-	-	-	-	-	-	171,795	2,062,116	8%
303608	RISK & EE BENEFIT SERVICES	10	19,734	-	-	-	-	-	-	-	-	-	-	-	19,734	252,600	8%
303621	ADMIN SERVICES	10	188,066	-	-	-	-	-	-	-	-	-	-	-	188,066	2,423,500	8%
303622	PUBLIC WORKS SERVICES	10	143,053	-	-	-	-	-	-	-	-	-	-	-	143,053	1,646,000	9%
303626	BLDG INSPECTION SERVICES	10	10,375	-	-	-	-	-	-	-	-	-	-	-	10,375	100,000	10%
303628	SEWER FUND-EPA	10	31,334	-	-	-	-	-	-	-	-	-	-	-	31,334	371,688	8%
306700	IT SERVICES	10	83,924	-	-	-	-	-	-	-	-	-	-	-	83,924	1,021,700	8%
306707	CDBG PERSONNEL/EXP REIMB	10	43,191	-	-	-	-	-	-	-	-	-	-	-	43,191	410,000	11%
306751	HOME PERSONNEL/EXP REIMB	10	1,669	-	-	-	-	-	-	-	-	-	-	-	1,669	50,000	3%
306753	DUATS PERSONNEL/EXP REIMB	10	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	0%
306762	TRANSFER FROM COM. GRANTS	10	7,348	-	-	-	-	-	-	-	-	-	-	-	7,348	125,000	6%
Sub Total			700,490	-	-	-	-	-	-	-	-	-	-	-	700,490	8,662,604	8%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	380	-	-	-	-	-	-	-	-	-	-	-	380	15,000	3%
304302	GARBAGE HAULERS	10	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	22,000	5%
304303	CONTRACTOR LICENSES	10	4,550	-	-	-	-	-	-	-	-	-	-	-	4,550	28,000	16%
304304	LIQUOR LICENSES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	531,000	0%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES	10	5,960	-	-	-	-	-	-	-	-	-	-	-	5,960	371,000	2%
304401	BUILDING PERMITS	10	15,078	-	-	-	-	-	-	-	-	-	-	-	15,078	1,250,000	1%
304402	PIER PERMITS	10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
Sub Total			27,033	-	-	-	-	-	-	-	-	-	-	-	27,033	2,257,000	1%

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 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	374	-	-	-	-	-	-	-	-	-	-	-	374	4,000	9%
303302	PARKING LOT 1	10	1,441	-	-	-	-	-	-	-	-	-	-	-	1,441	13,000	11%
303306	PARKING LOT 10	10	537	-	-	-	-	-	-	-	-	-	-	-	537	5,000	11%
303308	GARAGE C	10	7,325	-	-	-	-	-	-	-	-	-	-	-	7,325	28,000	26%
303310	RESIDENTIAL PARKING	10	900	-	-	-	-	-	-	-	-	-	-	-	900	4,000	23%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,417	-	-	-	-	-	-	-	-	-	-	-	1,417	20,000	7%
304490	ADMIN COURT FINES	10	2,418	-	-	-	-	-	-	-	-	-	-	-	2,418	68,000	4%
305500	ADMINISTRATIVE COURT FEES	10	2,108	-	-	-	-	-	-	-	-	-	-	-	2,108	32,000	7%
305501	COURT FINES	10	15,557	-	-	-	-	-	-	-	-	-	-	-	15,557	147,000	11%
305502	BOOT FEE	10	70	-	-	-	-	-	-	-	-	-	-	-	70	2,000	4%
305503	WEED CUTTING FEES	10	4,899	-	-	-	-	-	-	-	-	-	-	-	4,899	42,000	12%
305505	ILLEGAL USE OF VEHICLE	10	32,550	-	-	-	-	-	-	-	-	-	-	-	32,550	227,000	14%
305506	OVERTIME PARKING FEES	10	5,616	-	-	-	-	-	-	-	-	-	-	-	5,616	110,000	5%
305507	VARIANCE AND ZONING	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
305513	OTHER FINES AND FEES	10	8,134	-	-	-	-	-	-	-	-	-	-	-	8,134	64,000	13%
305516	PET CITATIONS	10	217	-	-	-	-	-	-	-	-	-	-	-	217	68,000	0%
305520	TRASH & CLEAN UP FINES	10	4,986	-	-	-	-	-	-	-	-	-	-	-	4,986	78,000	6%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total			88,550	-	-	-	-	-	-	-	-	-	-	-	88,550	915,000	10%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	22,284	-	-	-	-	-	-	-	-	-	-	-	22,284	200,000	11%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141	INVESTMENT INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	0%
Sub Total			22,284	-	-	-	-	-	-	-	-	-	-	-	22,284	205,500	11%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	-	-	-	-	-	-	-	-	-	-	-	76,759	921,000	8%
303415	PROFESSIONAL STANDARDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	5,700	0%
303510	ELECTRIC AGGREGATION ADMIN	10	4	-	-	-	-	-	-	-	-	-	-	-	4	35,000	0%
306700	TRANSFER FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
308810	DAMAGE TO CITY PROPERTY	10	78,476	-	-	-	-	-	-	-	-	-	-	-	78,476	43,000	183%
308814	INVENTORY REIMBURSEMENTS	10	1,299	-	-	-	-	-	-	-	-	-	-	-	1,299	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
308898	BANK RECONCILIATION ADJ	10	-	-	-	-	-	-	-	-	-	-	-	-	-	9,000	0%
308899	MISCELLANEOUS INCOME	10	3,670	-	-	-	-	-	-	-	-	-	-	-	3,670	20,000	18%
Sub Total			160,209	-	-	-	-	-	-	-	-	-	-	-	160,209	1,091,896	15%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-	-	-	-	-	-	-	-	-	-	-	-	42,000	0%
310010	FIRE PROGRAMS	10	80	-	-	-	-	-	-	-	-	-	-	-	80	496,000	0%
Sub Total			80	-	-	-	-	-	-	-	-	-	-	-	80	538,000	0%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	1,790	-	-	-	-	-	-	-	-	-	-	-	1,790	16,000	11%
305514	POLICE RECORDS	10	2,521	-	-	-	-	-	-	-	-	-	-	-	2,521	19,000	13%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Sub Total			4,311	-	-	-	-	-	-	-	-	-	-	-	4,311	85,000	5%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	34,526	-	-	-	-	-	-	-	-	-	-	-	34,526	131,000	26%
Sub Total			34,526	-	-	-	-	-	-	-	-	-	-	-	34,526	131,000	26%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	36,838	-	-	-	-	-	-	-	-	-	-	-	36,838	550,000	7%
303606	WATER STREET CUTS	10	29,361	-	-	-	-	-	-	-	-	-	-	-	29,361	255,000	12%
Sub Total			66,199	-	-	-	-	-	-	-	-	-	-	-	66,199	805,000	8%
General Fund Total			6,479,130	-	-	-	-	-	-	-	-	-	-	-	6,479,130	87,097,000	7%

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

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

Period Ending: January 2023

Month of Fiscal Year																
Div	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																
various	COMMUNITY GRANT	16	1,148	-	-	-	-	-	-	-	-	-	-	1,148	138,000	1%
various	HOME PROGRAM	17	38,168	-	-	-	-	-	-	-	-	-	-	38,168	1,436,000	3%
various	CDBG	18	61,595	-	-	-	-	-	-	-	-	-	-	61,595	2,679,188	2%
various	OLDE TOWNE TIF	19	176	-	-	-	-	-	-	-	-	-	-	176	1,067,653	0%
various	WABASH CROSSING TIF	21	1,457	-	-	-	-	-	-	-	-	-	-	1,457	346,753	0%
various	DUATS	22	24	-	-	-	-	-	-	-	-	-	-	24	421,000	0%
various	EASTGATE TIF	23	18,909	-	-	-	-	-	-	-	-	-	-	18,909	379,131	5%
various	SOUTHSIDE TIF	24	133	-	-	-	-	-	-	-	-	-	-	133	51,103	0%
various	STATE DRUG ENFORCEMENT	25	35,126	-	-	-	-	-	-	-	-	-	-	35,126	103,500	34%
various	DUI COURT FINES	26	6,134	-	-	-	-	-	-	-	-	-	-	6,134	107,100	6%
various	POLICE PROGRAMS/LAB	27	147	-	-	-	-	-	-	-	-	-	-	147	1,800	8%
various	PINES SHOPPING CENTER TIF	28	3,158	-	-	-	-	-	-	-	-	-	-	3,158	114,208	3%
various	GRAND & OAKLAND TIF	29	5,895	-	-	-	-	-	-	-	-	-	-	5,895	205,561	3%
various	FEDERAL DRUG ENFORCEMENT	30	178	-	-	-	-	-	-	-	-	-	-	178	85,200	0%
various	BUILDING FUND	34	51,868	-	-	-	-	-	-	-	-	-	-	51,868	739,583	7%
various	LIBRARY OPERATIONS	35	210,557	-	-	-	-	-	-	-	-	-	-	210,557	5,551,754	4%
various	BAND	36	1,090	-	-	-	-	-	-	-	-	-	-	1,090	83,040	1%
various	FOREIGN FIRE INSURANCE	37	269	-	-	-	-	-	-	-	-	-	-	269	185,550	0%
various	PEG PROJECTS	40	2,419	-	-	-	-	-	-	-	-	-	-	2,419	68,543	4%
various	LOCAL STREETS & ROADS	42	154,526	-	-	-	-	-	-	-	-	-	-	154,526	1,840,000	8%
various	2018 PROJECT FUND	44	410	-	-	-	-	-	-	-	-	-	-	410	770	53%
various	CAPITAL STREET PROJECTS	45	31	-	-	-	-	-	-	-	-	-	-	31	3,330,000	0%
various	MFT PROJECTS	46	279,706	-	-	-	-	-	-	-	-	-	-	279,706	4,381,500	6%
various	DEBT SERVICE	50	18,006	-	-	-	-	-	-	-	-	-	-	18,006	2,669,449	1%
various	LIBRARY CAPITAL	58	763	-	-	-	-	-	-	-	-	-	-	763	950,700	0%
various	LIBRARY TRUST FUNDS	59	376	-	-	-	-	-	-	-	-	-	-	376	9,000	4%
various	FLEET MAINTENANCE	60	291,784	-	-	-	-	-	-	-	-	-	-	291,784	3,246,884	9%
various	EQUIPMENT REPLACEMENT	61	(678)	-	-	-	-	-	-	-	-	-	-	(678)	4,250,500	0%
various	RISK MANAGEMENT	64	339,848	-	-	-	-	-	-	-	-	-	-	339,848	4,059,600	8%
various	EMPLOYEE BENEFIT	65	897,060	-	-	-	-	-	-	-	-	-	-	897,060	13,316,273	7%
various	PUBLIC TRANSIT	70	2,364,699	-	-	-	-	-	-	-	-	-	-	2,364,699	17,973,575	13%
various	FIBER OPTICS	77	7,735	-	-	-	-	-	-	-	-	-	-	7,735	500,550	2%
various	STORMWATER PROJECTS	78	129,878	-	-	-	-	-	-	-	-	-	-	129,878	1,928,969	7%
various	SEWER PROJECTS	79	642,339	-	-	-	-	-	-	-	-	-	-	642,339	7,018,000	9%
various	WATER	80	2,640,715	-	-	-	-	-	-	-	-	-	-	2,640,715	33,408,669	8%
various	WATER CAPITAL	81	11,919	-	-	-	-	-	-	-	-	-	-	11,919	5,500,000	0%
various	DCDF	82	1,518	-	-	-	-	-	-	-	-	-	-	1,518	18,000	8%
various	COMMUNITY REVITALIZATION	84	11,676	-	-	-	-	-	-	-	-	-	-	11,676	1,238,420	1%
various	GRANTS	85	116	-	-	-	-	-	-	-	-	-	-	116	6,100,000	0%
various	RECYCLING	88	56,771	-	-	-	-	-	-	-	-	-	-	56,771	725,000	8%
various	WATER BOND FUND	89	40,532	-	-	-	-	-	-	-	-	-	-	40,532	-	-
various	FIRE PENSION	90	(2,153,754)	-	-	-	-	-	-	-	-	-	-	(2,153,754)	9,850,556	-22%
various	POLICE PENSION	91	(1,985,934)	-	-	-	-	-	-	-	-	-	-	(1,985,934)	13,410,684	-15%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total Revenues			10,667,622	-	-	-	-	-	-	-	-	-	-	10,667,622	236,588,766	5%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

January 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,791	-	-	-	-	-	-	-	-	-	-	-	2,791	64,463	64,463	4%
015	EXECUTIVE	10	72,183	-	-	-	-	-	-	-	-	-	-	-	72,183	770,672	770,672	9%
016	HUMAN RESOURCES	10	45,270	-	-	-	-	-	-	-	-	-	-	-	45,270	623,556	623,556	7%
017	INFORMATION TECHNOLOGIES	10	109,915	-	-	-	-	-	-	-	-	-	-	-	109,915	2,052,613	2,052,613	5%
018	DATA & COMMUNICATIONS	10	22,224	-	-	-	-	-	-	-	-	-	-	-	22,224	526,284	526,284	4%
020	LEGAL	10	103,406	-	-	-	-	-	-	-	-	-	-	-	103,406	1,014,417	1,014,417	10%
035	FINANCE	10	127,595	-	-	-	-	-	-	-	-	-	-	-	127,595	1,764,361	1,764,361	7%
037	PURCHASING	10	16,202	-	-	-	-	-	-	-	-	-	-	-	16,202	214,114	214,114	8%
038	CIVIC CENTER	10	54,216	-	-	-	-	-	-	-	-	-	-	-	54,216	558,760	558,760	10%
039	CITY GENERAL ADMINISTATIVE	10	648,568	-	-	-	-	-	-	-	-	-	-	-	648,568	11,106,750	11,106,750	6%
040	CENTRAL BUSINESS DISTRICT	10	2,291	-	-	-	-	-	-	-	-	-	-	-	2,291	407,500	407,500	1%
Sub Total			1,204,660	-	-	-	-	-	-	-	-	-	-	-	1,204,660	19,103,490	19,103,490	6%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,529	-	-	-	-	-	-	-	-	-	-	-	43,529	682,245	682,245	6%
052	BUILDING INSPECTIONS	10	61,371	-	-	-	-	-	-	-	-	-	-	-	61,371	830,764	830,764	7%
053	NEIGHBORHOOD INSPECTIONS	10	69,650	-	-	-	-	-	-	-	-	-	-	-	69,650	1,666,078	1,666,078	4%
054	REVITALIZATION & HOUSING	10	44,282	-	-	-	-	-	-	-	-	-	-	-	44,282	734,545	734,545	6%
055	ECONOMIC DEVELOPMENT	10	70,000	-	-	-	-	-	-	-	-	-	-	-	70,000	373,907	373,907	19%
Sub Total			288,832	-	-	-	-	-	-	-	-	-	-	-	288,832	4,287,539	4,287,539	7%
Public Safety																		
065	POLICE	10	2,458,290	-	-	-	-	-	-	-	-	-	-	-	2,458,290	32,097,738	32,097,738	8%
070	FIRE	10	1,192,135	-	-	-	-	-	-	-	-	-	-	-	1,192,135	22,735,698	22,735,698	5%
Sub Total			3,650,425	-	-	-	-	-	-	-	-	-	-	-	3,650,425	54,833,436	54,833,436	7%
Public Works																		
080	PUBLIC WORKS ADMIN	10	26,750	-	-	-	-	-	-	-	-	-	-	-	26,750	531,699	531,699	5%
082	ENGINEERING	10	91,327	-	-	-	-	-	-	-	-	-	-	-	91,327	1,408,068	1,408,068	6%
083	MUNICIPAL SERVICES	10	416,508	-	-	-	-	-	-	-	-	-	-	-	416,508	5,260,111	5,260,111	8%
084	STREETS	10	103,032	-	-	-	-	-	-	-	-	-	-	-	103,032	1,262,881	1,262,881	8%
086	TRAFFIC & PARKING	10	111,345	-	-	-	-	-	-	-	-	-	-	-	111,345	1,361,493	1,361,493	8%
088	LAND & BUILDING MGMT	10	41,613	-	-	-	-	-	-	-	-	-	-	-	41,613	813,283	813,283	5%
Sub Total			790,575	-	-	-	-	-	-	-	-	-	-	-	790,575	10,637,535	10,637,535	7%
General Fund Expenditure Total			5,934,492	-	-	-	-	-	-	-	-	-	-	-	5,934,492	88,862,000	88,862,000	7%
Community & Economic Development																		
16	COMMUNITY GRANT	16	266	-	-	-	-	-	-	-	-	-	-	-	266	138,000	138,000	0%
17	HOME PROGRAM	17	36,977	-	-	-	-	-	-	-	-	-	-	-	36,977	1,225,875	1,225,875	3%
18	CDBG PROGRAM	18	64,159	-	-	-	-	-	-	-	-	-	-	-	64,159	2,666,797	2,666,797	2%
22	DUATS	22	9,699	-	-	-	-	-	-	-	-	-	-	-	9,699	421,000	421,000	2%
70	PUBLIC TRANSIT	70	645,842	-	-	-	-	-	-	-	-	-	-	-	645,842	17,446,823	17,446,823	4%
82	DCDF	82	631	-	-	-	-	-	-	-	-	-	-	-	631	174,700	174,700	0%
84	COMMUNITY REVITALIZATION	84	144,968	-	-	-	-	-	-	-	-	-	-	-	144,968	9,550,000	9,550,000	2%
88	RECYCLING	88	78,363	-	-	-	-	-	-	-	-	-	-	-	78,363	592,185	592,185	13%
Sub Total			980,906	-	-	-	-	-	-	-	-	-	-	-	980,906	32,215,380	32,215,380	3%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	1,078,386	1,078,386	0%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	346,753	346,753	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	-	-	-	-	-	-	-	-	110,000	110,000	0%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	205,561	205,561	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	2,141,803	2,141,803	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

January 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,842												2,842	100,000	100,000	3%
26	DUI COURT FINES	26	456												456	104,000	104,000	0%
27	POLICE PROGRAMS/LAB	27													-	25,000	25,000	0%
30	FEDERAL DRUG ENFORCEMENT	30													-	85,000	85,000	0%
37	FOREIGN FIRE INSURANCE	37	17,435												17,435	185,550	185,550	9%
Sub Total			20,733	-	-	-	-	-	-	-	-	-	-	-	20,733	499,550	499,550	4%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	-	-	-	-	-	-	-	-	-	-	-	-	2,707,230	2,707,230	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	2,707,230	2,707,230	0%
Public Works																		
42	LOCAL MFT PROJECTS	42	523	-	-	-	-	-	-	-	-	-	-	-	523	3,179,971	3,179,971	0%
44	2018 PROJECT FUND	44	-	-	-	-	-	-	-	-	-	-	-	-	-	900,000	900,000	0%
45	CAPITAL PROJECTS	45	33,751	-	-	-	-	-	-	-	-	-	-	-	33,751	3,330,000	3,330,000	1%
46	STATE MFT PROJECTS	46	348,449	-	-	-	-	-	-	-	-	-	-	-	348,449	5,943,154	5,943,154	6%
60	FLEET OPERATIONS	60	169,124	-	-	-	-	-	-	-	-	-	-	-	169,124	3,117,421	3,117,421	5%
61	EQUIPMENT REPLACEMENT	61	115,475	-	-	-	-	-	-	-	-	-	-	-	115,475	5,252,000	5,252,000	2%
78	STORM WATER PROJECTS	78	84,904	-	-	-	-	-	-	-	-	-	-	-	84,904	3,092,392	3,092,392	3%
79	SEWER PROJECTS	79	974,785	-	-	-	-	-	-	-	-	-	-	-	974,785	14,452,128	14,452,128	7%
Sub Total			1,727,011	-	-	-	-	-	-	-	-	-	-	-	1,727,011	39,267,066	39,267,066	4%
Library																		
35	LIBRARY OPERATIONS	35	316,724	-	-	-	-	-	-	-	-	-	-	-	316,724	5,518,850	5,518,850	6%
58	LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	-	-	-	-	-	141,480	1,250,000	1,250,000	11%
59	LIBRARY TRUST FUNDS	59	1,206	-	-	-	-	-	-	-	-	-	-	-	1,206	120,000	120,000	1%
Sub Total			459,410	-	-	-	-	-	-	-	-	-	-	-	459,410	6,888,850	6,888,850	7%
Internal Service and Other																		
34	BUILDING FUND	34	71,840	-	-	-	-	-	-	-	-	-	-	-	71,840	871,923	871,923	8%
36	BAND	36	2,048	-	-	-	-	-	-	-	-	-	-	-	2,048	82,102	82,102	2%
40	PEG CAPITAL PROGRAMMING	40	2,686	-	-	-	-	-	-	-	-	-	-	-	2,686	88,963	88,963	3%
64	RISK MANAGEMENT	64	288,302	-	-	-	-	-	-	-	-	-	-	-	288,302	3,958,988	3,958,988	7%
65	BENEFIT INSURANCE	65	1,129,636	-	-	-	-	-	-	-	-	-	-	-	1,129,636	14,028,689	14,028,689	8%
77	FIBER OPTICS	77	(72,580)	-	-	-	-	-	-	-	-	-	-	-	(72,580)	1,306,920	1,306,920	-6%
85	GRANT FUND	85	-	-	-	-	-	-	-	-	-	-	-	-	-	6,000,000	6,000,000	0%
99	AMERICAN RESCUE PLAN	99	68,967	-	-	-	-	-	-	-	-	-	-	-	68,967	1,509,300	1,509,300	5%
Sub Total			1,490,899	-	-	-	-	-	-	-	-	-	-	-	1,490,899	27,846,885	27,846,885	5%
Water Utility																		
80	WATER UTILITY	80	1,308,406	-	-	-	-	-	-	-	-	-	-	-	1,308,406	32,777,472	32,777,472	4%
81	WATER CAPITAL	81	1,575,887	-	-	-	-	-	-	-	-	-	-	-	1,575,887	7,415,160	7,415,160	21%
89	2022 BOND FUND	89	55,798	-	-	-	-	-	-	-	-	-	-	-	55,798	14,279,569	14,279,569	0%
Sub Total			2,940,091	-	-	-	-	-	-	-	-	-	-	-	2,940,091	54,472,201	54,472,201	5%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	817,419	-	-	-	-	-	-	-	-	-	-	-	817,419	9,610,877	9,610,877	9%
91	POLICE PENSION	91	921,553	-	-	-	-	-	-	-	-	-	-	-	921,553	10,021,643	10,021,643	9%
Sub Total			1,738,973	-	-	-	-	-	-	-	-	-	-	-	1,738,973	19,632,520	19,632,520	9%
Grand Total Expenditures			15,292,514	-	-	-	-	-	-	-	-	-	-	-	15,292,514	274,533,485	274,533,485	6%

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

home	US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year
Revenue						
Water Sales		2,618,861	2,205,891	412,970	2,170,717	448,144
UCS Billing Reimb		11,905	13,722	(1,817)	13,069	(1,164)
Tapping Fees		-	6,491	(6,491)	7,955	(7,955)
Lake Lic. / Permits		67	527	(460)	497	(430)
Interest/Investment Income		7,410	-	7,410	-	7,410
Other Income		2,471	28,904	(26,433)	36,777	(34,305)
Total Revenue						
		2,640,715	2,255,536	385,179	2,229,015	411,700
Cost of Service						
801 Water Production		342,303	268,055	74,248	260,700	81,603
804 Water Services		291,152	289,196	1,957	265,292	25,860
Total Cost of Service						
		633,455	557,251	76,204	525,992	107,463
% of Revenue		24.0%	24.7%		23.6%	
Water Gross Margin						
		2,007,259	1,698,285	308,975	1,703,023	304,237
% of Revenue		76.0%	75.3%		76.4%	
Operating Expense						
802 Lake Management		83,050	74,701	8,349	47,714	35,336
803 Water Administration		344,582	412,758	(68,177)	365,866	(21,284)
805 Customer Service		66,479	88,501	(22,022)	75,912	(9,434)
Total Operating Expense						
		494,110	575,960	(81,850)	489,492	4,618
% of Revenue		18.7%	25.5%		22.0%	
Margin Before Debt Service						
		1,513,149	1,122,325	390,824	1,213,530	299,619
% of Revenue		57.3%	49.8%		54.4%	
Debt Service						
808 GO Bond Debt		-	369	(369)	375	(375)
809 IEPA - Nitrate Facility		-	-	-	-	-
80B IEPA - Water Tower		180,840	180,841	(0)	180,840	-
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service						
		180,840	181,209	(369)	181,215	(375)
% of Revenue		6.8%	8.0%		8.1%	
Operating Income						
		1,332,309	941,115	391,194	1,032,315	299,994
% of Revenue		50.5%	41.7%		46.3%	
Transfer to Capital						
CapEx Funding		-	-	-	-	-
Income after Capital Transfer						
		1,332,309	941,115	391,194	1,032,315	299,994
% of Revenue		50.5%	41.7%		46.3%	

Balance Sheet Items (Operating Fund)					
Cash	10,833,659			8,117,389	
Interfund AR	-			-	
Investments	-			-	
Total Cash & Investments	10,833,659			8,117,389	
Accounts Receivable	2,665,805			3,762,797	

Month of: **January 2023**

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
2,618,861	2,205,891	412,970	2,170,717	448,144
11,905	13,722	(1,817)	13,069	(1,164)
-	6,491	(6,491)	7,955	(7,955)
67	527	(460)	497	(430)
7,410	-	7,410	-	7,410
2,471	28,904	(26,433)	36,777	(34,305)
2,640,715	2,255,536	385,179	2,229,015	411,700
342,303	268,055	74,248	260,700	81,603
291,152	289,196	1,957	265,292	25,860
633,455	557,251	76,204	525,992	107,463
24.0%	24.7%		23.6%	
2,007,259	1,698,285	308,975	1,703,023	304,237
76.0%	75.3%		76.4%	
83,050	74,701	8,349	47,714	35,336
344,582	412,758	(68,177)	365,866	(21,284)
66,479	88,501	(22,022)	75,912	(9,434)
494,110	575,960	(81,850)	489,492	4,618
18.7%	25.5%		22.0%	
1,513,149	1,122,325	390,824	1,213,530	299,619
57.3%	49.8%		54.4%	
-	369	(369)	375	(375)
-	-	-	-	-
180,840	180,841	(0)	180,840	-
-	-	-	-	-
180,840	181,209	(369)	181,215	(375)
6.8%	8.0%		8.1%	
1,332,309	941,115	391,194	1,032,315	299,994
50.5%	41.7%		46.3%	
-	-	-	-	-
1,332,309	941,115	391,194	1,032,315	299,994
50.5%	41.7%		46.3%	

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 2023

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
Grants	-	-	-	-	200,000	
Other	11,919	11,919	-	11,919	2,300,000	Other Transfers
Total Revenue	11,919	11,919	-	11,919	5,500,000	
CapEx Project Spending						
Operating CapEx	-	-	-	-	430,000	81808112 423700
Professional Services	1,826	1,826	9,824	(7,997)	558,000	81808118 428000
Automotive Equipment	-	-	-	-	556,393	81808118 451000
Other Equipment	-	-	-	-	377,902	81808118 452000
System leak detection	-	-	-	-	34,848	81808118 486300
Water Main Replacement	1,568,794	1,568,794	53,674	1,515,120	-	81808118 488800
Water System Improvements	-	-	-	-	537,500	81808118 497000
SWTP Improvements	-	-	-	-	6,215,000	81808118 499200
Lake cap operating	5,266	5,266	107,156	(101,889)	865,183	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lake cap additional water	-	-	-	-	695,000	81808128 488900
Water Distribution System	-	-	-	-	-	
Total CapEx Spending	1,575,887	1,575,887	170,654	1,405,233	10,369,826	
Surplus (Deficit)	(1,563,968)	(1,563,968)	(170,654)		(4,869,826)	
Capital Fund Cash Position						
Cash Position Start of Month	5,971,424					
Cash Position Close of Month	4,407,456					
Interfund AR	781,816	Due to Water Capital fund from Capital Fund 45				

Prepared By: Office of the City Treasurer

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	26,045												26,045	
Industrial	164												164	
Commercial	2,507												2,507	
Total	28,716	-	-	-	-	-	-	-	-	-	-	-	28,716	8.2%
Delinquent Bills														
Residential	7,399												7,399	
Industrial	-												-	
Commercial	452												452	
Total	7,851	-	-	-	-	-	-	-	-	-	-	-	7,851	8.4%
Total Bill Count	36,567	-	-	-	-	-	-	-	-	-	-	-	36,567	8.2%
Cubit Feet Consumption Billed														
Residential	11,188,618												11,188,618	8.2%
Industrial	41,752,330												41,752,330	7.9%
Commercial	9,746,511												9,746,511	7.3%
Total	62,687,459	-	-	-	-	-	-	-	-	-	-	-	62,687,459	7.9%
Water Shut Offs	397												397	5.7%
Customer Service Telephone Calls	4,761												4,761	8.3%
Water Billed \$														
Residential	713,684												\$ 713,684	8.2%
Industrial	1,180,971												\$ 1,180,971	8.1%
Commercial	531,637												\$ 531,637	7.7%
Total	\$ 2,426,292												\$ 2,426,292	8.0%
Penalty \$	\$ 12,708												\$ 12,708	7.6%
Total Billed	\$ 2,439,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,439,000	8.0%
Raw Water Gallonage Billed														
Gallons (000)	417,880												417,880	9.7%
\$ Billed	130,629												\$ 130,629	9.8%
Water Billed vs Cash Receipts														
Billed \$	2,426,292												\$ 2,426,292	7.7%
Cash Revenue \$	2,618,861												\$ 2,618,861	8.8%
% Cash to Billed	108%	-	-	-	-	-	-	-	-	-	-	-	107.9%	
Prior Year 2022														
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535	
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014	
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909	100.4%
Delinquent Bills														
Residential	7,699	6,192	8,221	7,626	7,117	7,730	7,259	8,562	7,450	7,173	5,802	7,613	88,444	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	389	374	385	411	415	487	424	521	379	397	355	439	4,976	
Total	8,089	6,567	8,606	8,039	7,532	8,217	7,683	9,083	7,829	7,570	6,157	8,052	93,424	162.2%
Total Bill Count	37,925	33,700	41,539	35,922	36,604	38,150	36,404	39,418	36,519	36,104	33,997	39,051	445,333	109.1%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,323,200	11,417,042	9,994,015	10,708,828	12,341,876	13,441,741	13,110,299	11,769,566	11,004,884	10,401,384	11,352,187	137,049,550	97.5%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358	101.0%
Commercial	9,930,161	9,864,418	9,610,928	9,625,163	9,647,832	11,450,965	13,138,686	14,551,851	13,079,787	11,705,659	10,419,866	10,060,763	133,086,079	100.6%
Total	62,585,516	64,772,510	60,047,773	63,264,679	61,096,615	69,936,035	71,708,113	75,732,208	72,433,941	67,644,606	63,895,715	63,727,276	796,844,987	100.3%
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575	109.0%
Water Billed \$														
Residential	703,333	646,665	728,724	637,301	681,642	780,533	825,157	820,740	742,358	704,837	670,574	736,125	\$ 8,677,989	101.0%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	\$ 14,593,326	103.2%
Commercial	525,898	506,736	526,010	508,700	519,399	602,099	647,131	703,415	649,857	600,205	548,219	554,569	\$ 6,892,238	104.8%
Total	\$ 2,361,409	\$ 2,356,195	\$ 2,327,072	\$ 2,330,641	\$ 2,317,643	\$ 2,679,638	\$ 2,753,419	\$ 2,847,073	\$ 2,730,359	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,163,553	102.9%
Penalty \$	\$ 28,636	\$ 12,568	\$ 14,045	\$ 44,879	\$ 12,766	\$ 14,479	\$ 14,411	\$ 18,681	\$ 7,829				\$ 168,295	159.3%
Total Billed	\$ 2,390,046	\$ 2,368,763	\$ 2,341,116	\$ 2,375,521	\$ 2,330,409	\$ 2,694,117	\$ 2,767,830	\$ 2,865,754	\$ 2,738,188	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,331,848	103.1%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060	111.6%
\$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	\$ 1,329,284	112.7%
Water Billed vs Cash Receipts														
Billed \$	2,361,409	2,457,866	2,431,436	2,466,353	2,419,881	2,805,436	2,877,490	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	\$ 31,585,944	103.2%
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	2,618,861	2,618,861	2,785,495	3,079,668	2,618,861	795,849	2,618,861	2,602,017	\$ 29,657,177	96.1%
% Cash to Billed	92%	113%	104%	99%	108%	93%	97%	104%	91%	29%	102%	99%	93.9%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: January 2023

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

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

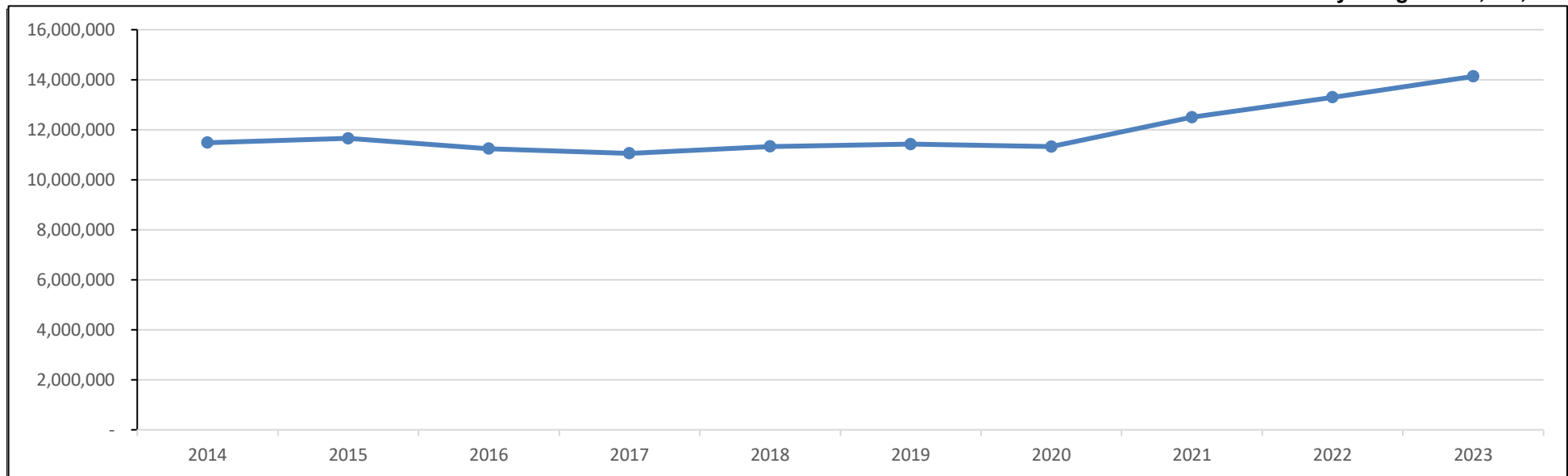
Period Ending: January 2023

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

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

STATE SALES TAX

<i>Home</i>										
MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Year in Play	
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660 A
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,150,577 B
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,358,660 B
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,004,361 B
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	977,493 B
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,229,885 B
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,215,016 B
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,251,908 B
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,278,894 B
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,166,981 B
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,186,478 B
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958 B
TOTALS	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	14,130,871
								Year in Play Budget	14,061,840	

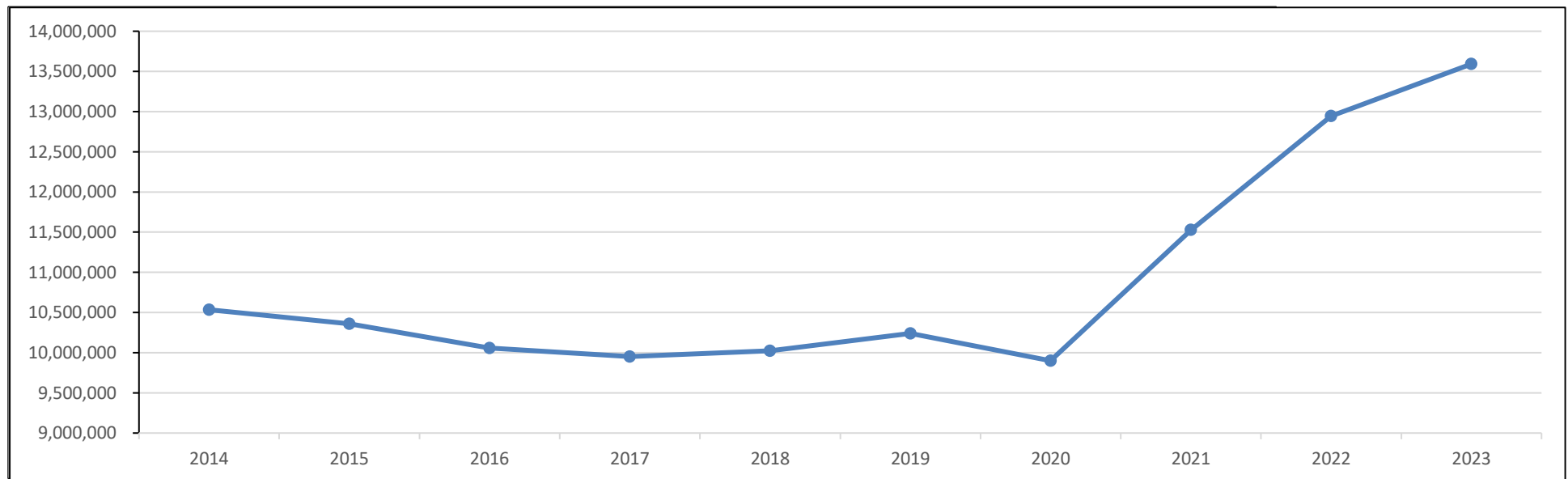


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	A
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,114,155	B
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,285,621	B
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	918,366	B
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	919,035	B
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,190,128	B
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,170,884	B
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,237,394	B
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,236,189	B
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,106,221	B
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,144,553	B
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984	B

TOTALS	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,591,911	
									Year in Play Budget	13,501,160	

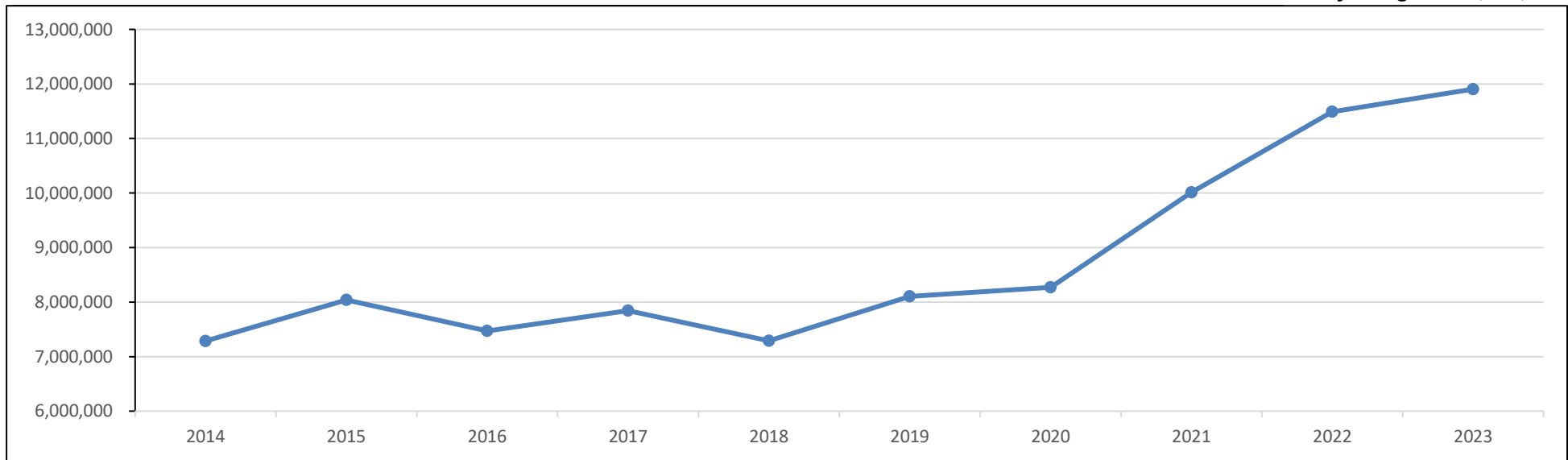


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Year in Play		
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	A
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,270,014	B
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	550,478	B
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	1,176,019	B
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	2,372,834	B
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	697,034	B
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,176,713	B
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	606,074	B
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	658,638	B
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,134,366	B
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	650,282	B
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485	B
	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay						
TOTALS	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,905,516	
								Year in Play Budget		11,874,000	



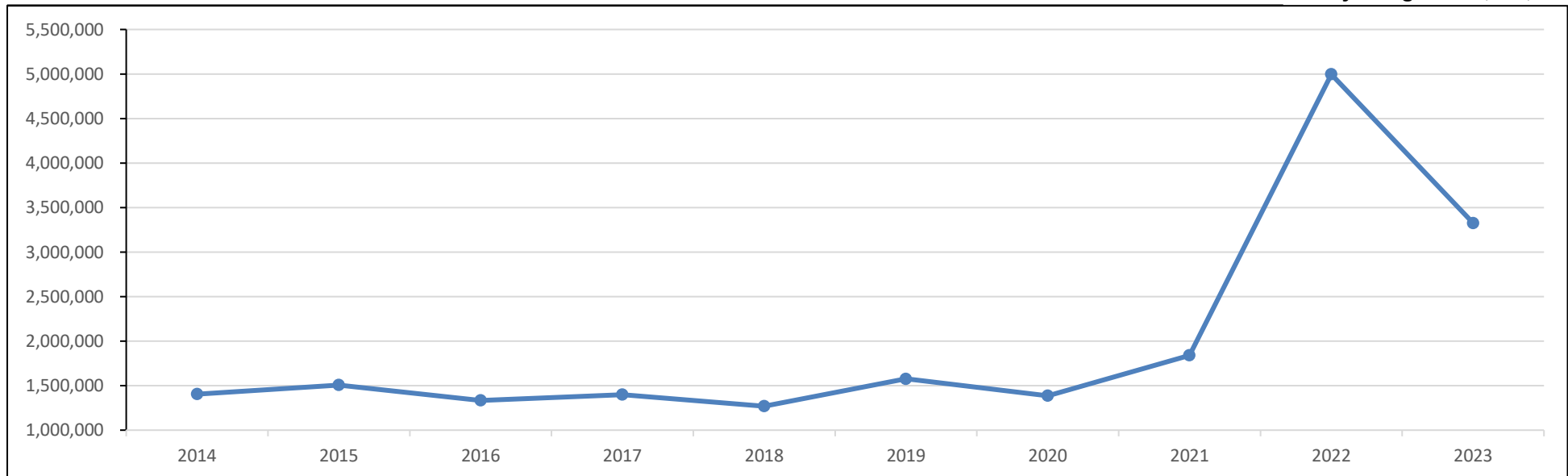
Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

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

TOTALS	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	3,325,058
								Year in Play Budget		2,908,000

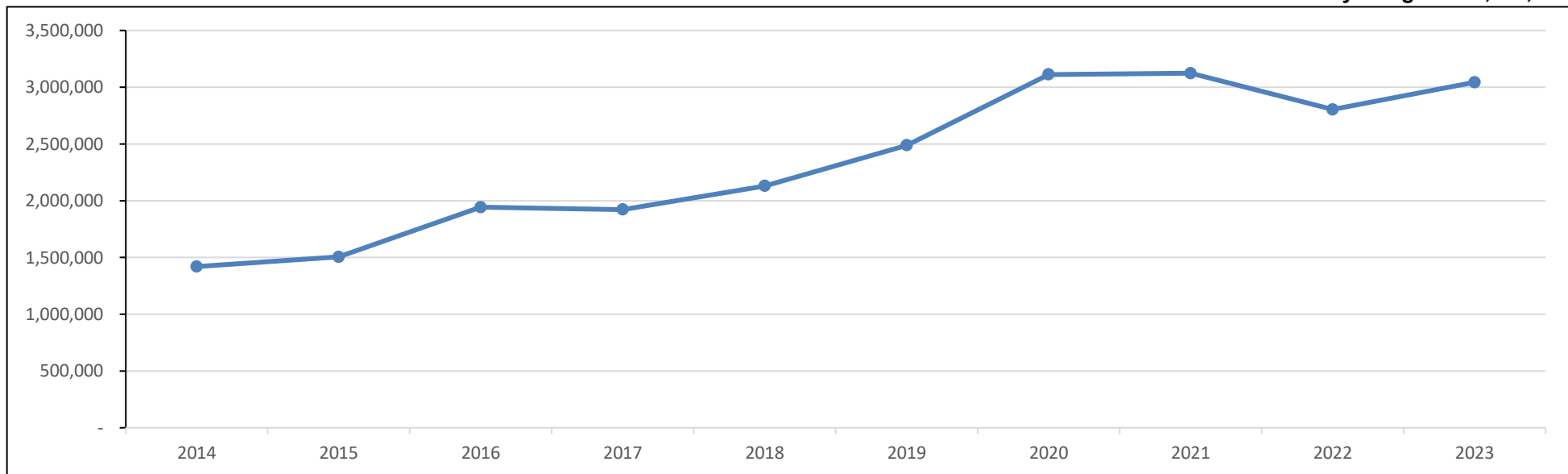


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	A
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	270,777	B
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	343,223	B
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	227,617	B
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	219,754	B
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,736	B
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	206,406	B
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	235,327	B
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	265,470	B
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	247,590	B
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	261,350	B
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619	B

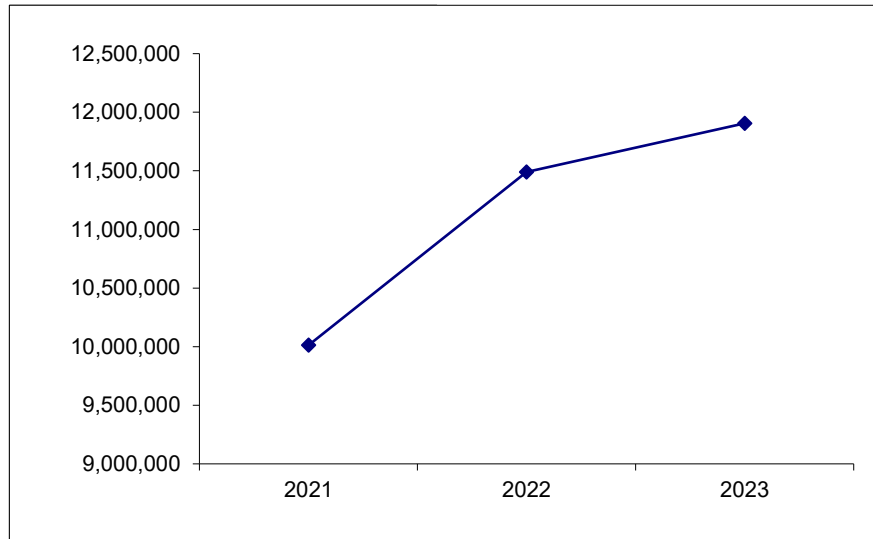
TOTALS	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	3,043,344	
								Year in Play Budget		3,020,000	



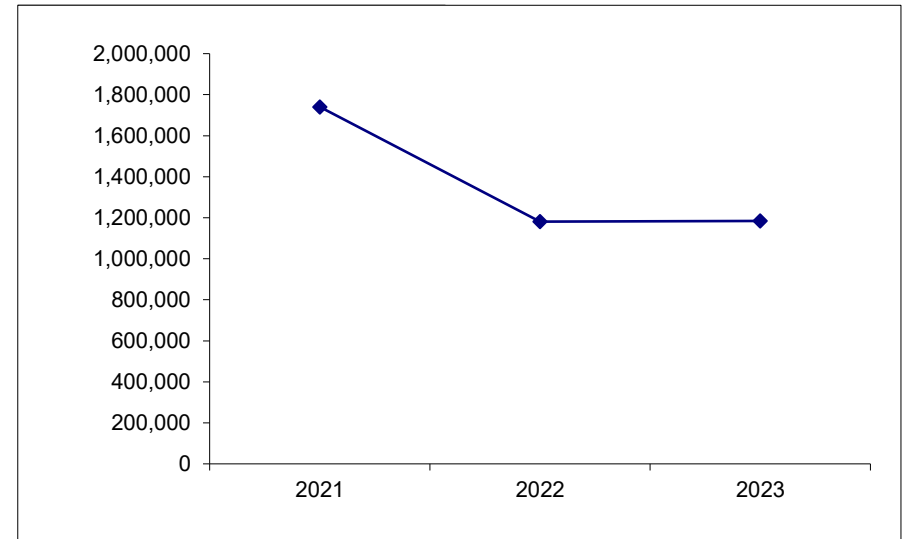
Schedule presents State distribution of Use Tax.

STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	807,110	960,878	1,049,580	A
FEBRUARY	853,298	1,198,126	1,270,014	A
MARCH	588,089	519,319	550,478	A
APRIL	937,702	1,109,452	1,176,019	A
MAY	1,280,911	2,238,522	2,372,834	A
JUNE	1,123,868	657,580	697,034	A
JULY	1,008,212	1,110,107	1,176,713	A
AUGUST	566,126	571,768	606,074	A
SEPTEMBER	597,861	621,357	658,638	A
OCTOBER	1,086,453	1,137,578	1,134,366	A
NOVEMBER	622,816	720,354	650,282	A
DECEMBER	539,685	646,330	563,485	A
TOTALS	10,012,130	11,491,369	11,905,516	
		Current Budget	13,334,000	
		Projected Amt Over (Under)	(1,428,484)	

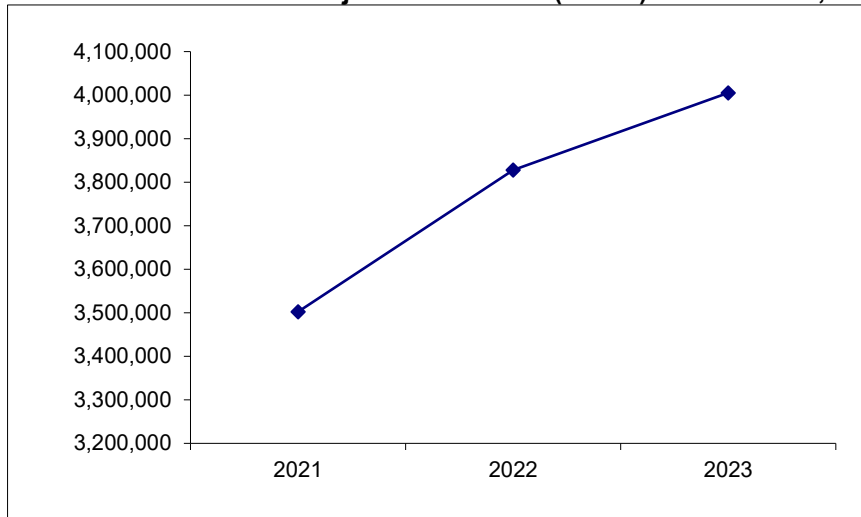
**LOCAL TELEPHONE UTILITY TAX**

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	585,430	99,599	100,718	A
FEBRUARY	105,214	94,273	94,273	A
MARCH	97,810	97,801	97,801	A
APRIL	91,598	95,983	95,983	A
MAY	97,948	94,162	94,162	A
JUNE	129,008	97,606	97,606	A
JULY	101,474	95,378	95,378	A
AUGUST	111,428	98,967	105,857	A
SEPTEMBER	108,598	87,617	103,168	A
OCTOBER	103,735	116,632	98,548	A
NOVEMBER	105,524	99,450	100,248	A
DECEMBER	102,715	103,560	100,000	A
TOTALS	1,740,483	1,181,029	1,183,743	
		Current Budget	1,183,000	
		Projected Amt Over (Under)	743	

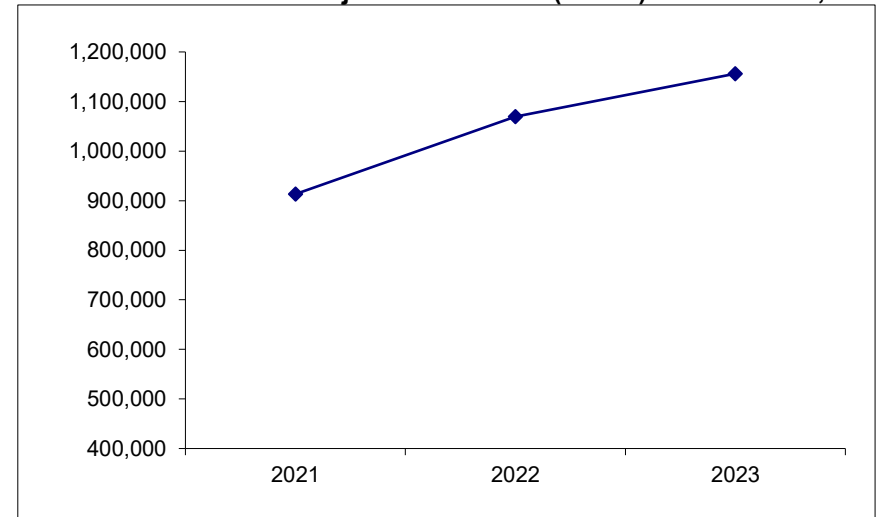


LOCAL FOOD & BEVERAGE TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	259,733	325,939	349,168	A
FEBRUARY	237,003	268,346	287,130	A
MARCH	251,710	254,687	272,515	A
APRIL	316,741	328,645	351,650	A
MAY	302,025	320,770	343,224	A
JUNE	314,701	345,385	369,562	A
JULY	295,357	338,253	361,931	A
AUGUST	307,177	344,233	368,330	A
SEPTEMBER	345,458	318,028	340,290	A
OCTOBER	112,289	326,439	123,753	A
NOVEMBER	460,845	323,232	507,897	A
DECEMBER	299,194	333,647	329,742	A
TOTALS	3,502,233	3,827,604	4,005,193	
		Current Budget	3,997,000	
		Projected Amt Over (Under)	8,193	

**LOCAL HOTEL & MOTEL TAX**

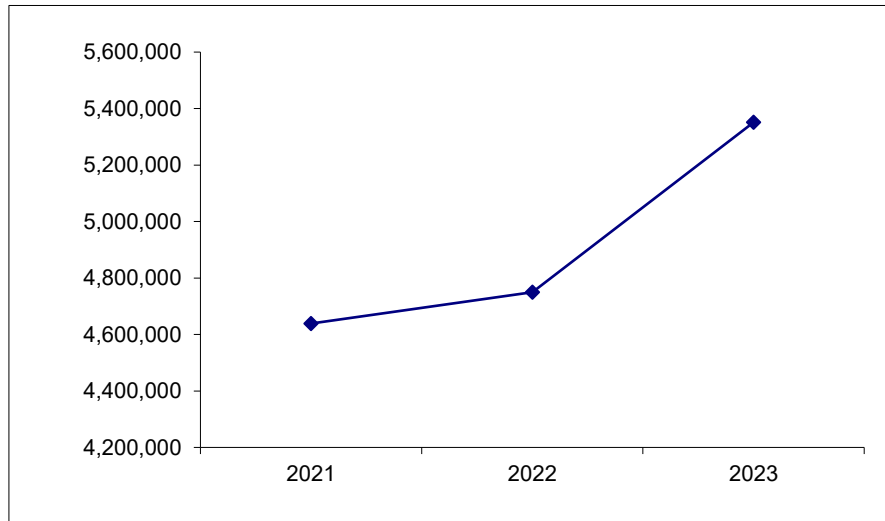
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	45,696	62,215	71,531	A
FEBRUARY	38,938	70,247	75,656	A
MARCH	46,068	65,323	70,353	A
APRIL	61,645	76,916	82,838	A
MAY	64,188	76,544	82,438	A
JUNE	80,612	95,446	102,795	A
JULY	82,463	104,261	112,289	A
AUGUST	96,057	91,208	108,626	A
SEPTEMBER	132,160	114,943	149,453	A
OCTOBER	39,548	101,643	44,723	A
NOVEMBER	147,855	120,882	167,202	A
DECEMBER	78,023	89,647	88,233	A
TOTALS	913,254	1,069,274	1,156,137	
		Current Budget	1,152,000	
		Projected Amt Over (Under)	4,137	



Projected Revenues

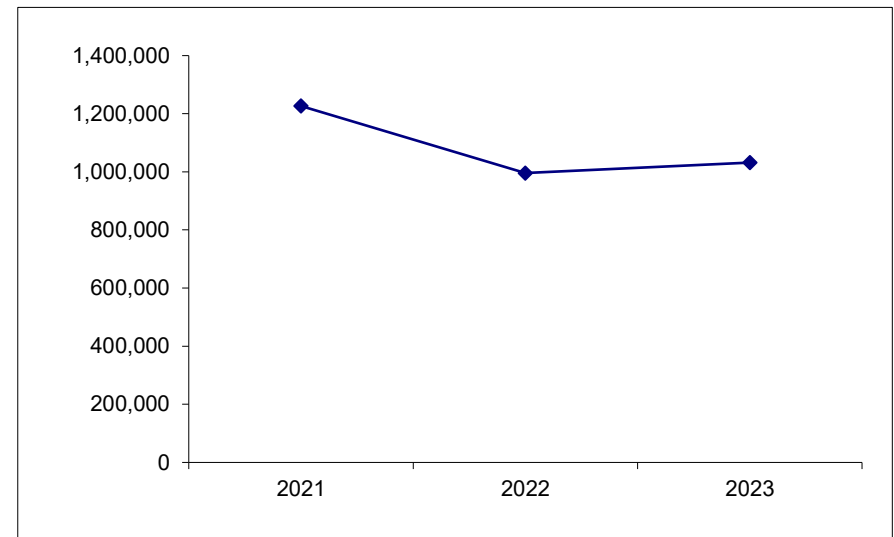
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	387,338	451,232	494,772	A
FEBRUARY	-	-	-	A
MARCH	964,355	1,170,976	1,248,260	A
APRIL	406,775	453,756	483,704	A
MAY	369,203	376,488	401,337	A
JUNE	348,848	327,903	349,545	A
JULY	338,442	311,731	332,305	A
AUGUST	338,344	323,917	378,708	A
SEPTEMBER	375,057	323,685	419,802	A
OCTOBER	372,509	316,968	416,949	A
NOVEMBER	324,568	318,048	363,289	A
DECEMBER	413,270	375,073	462,573	A
TOTALS	4,638,709	4,749,776	5,351,243	
		Current Budget	5,337,000	
		Projected Amt Over (Under)	14,243	



LOCAL CABLE TV TAX

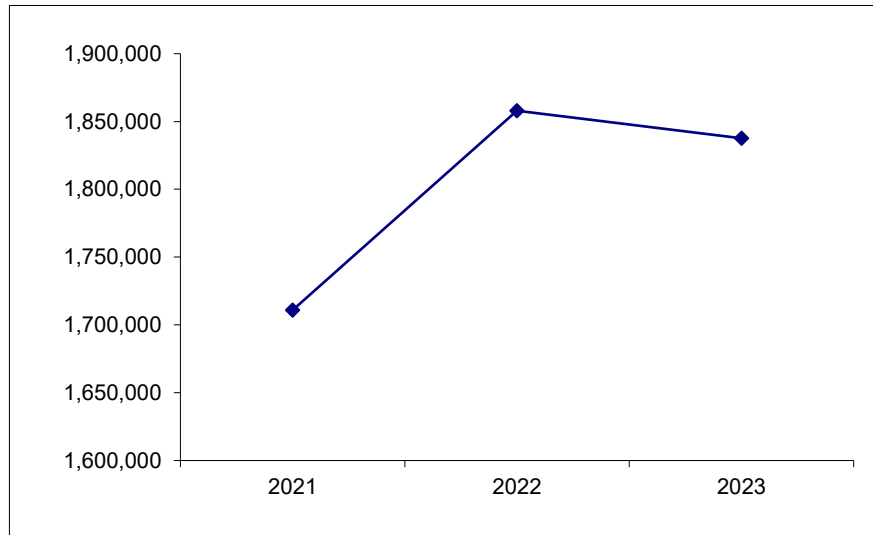
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	115,677	13,687	11,674	A
FEBRUARY	248,600	235,066	238,592	A
MARCH	-	-	-	A
APRIL	14,722	12,982	13,176	A
MAY	238,382	245,500	249,182	A
JUNE	-	-	-	A
JULY	-	-	-	A
AUGUST	252,130	254,979	258,471	A
SEPTEMBER	-	-	-	A
OCTOBER	-	-	-	A
NOVEMBER	254,330	233,712	260,726	A
DECEMBER	102,715	-	-	A
TOTALS	1,226,555	995,925	1,031,821	
		Current Budget	1,034,000	
		Projected Amt Over (Under)	(2,179)	



Projected Revenues

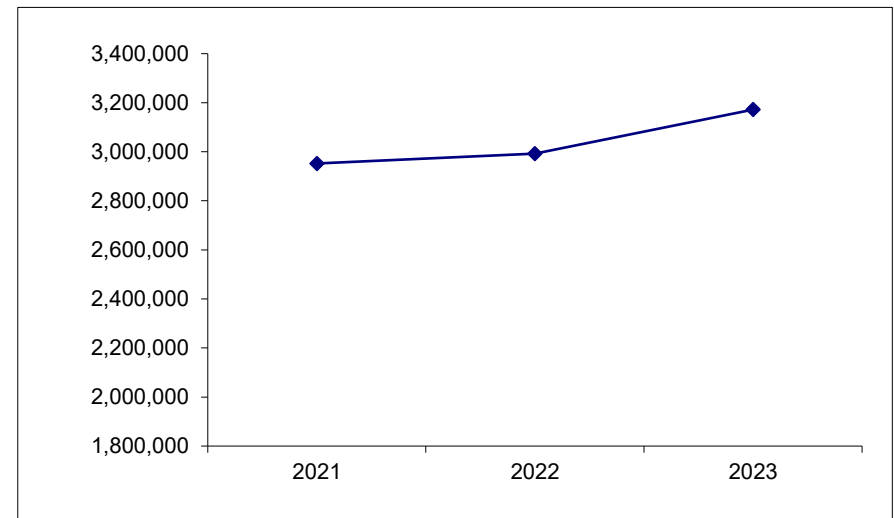
LOCAL MOTOR FUEL TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	137,973	155,334	154,093	A
FEBRUARY	116,174	146,251	147,714	A
MARCH	137,669	125,153	126,405	A
APRIL	141,621	142,456	143,881	A
MAY	143,395	147,235	148,707	A
JUNE	146,898	162,643	164,270	A
JULY	145,659	164,199	165,841	A
AUGUST	150,514	166,136	167,797	A
SEPTEMBER	151,331	173,019	174,749	A
OCTOBER	52,940	162,198	53,469	A
NOVEMBER	239,007	162,085	241,397	A
DECEMBER	147,717	151,229	149,194	A
TOTALS	1,710,898	1,857,939	1,837,518	
		Current Budget	1,840,000	
		Projected Amt Over (Under)	(2,482)	



STATE MOTOR FUEL TAX

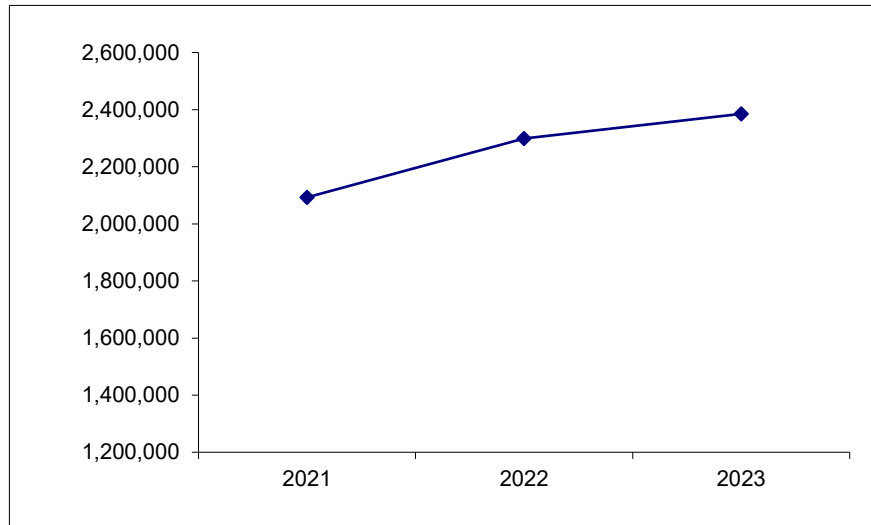
MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	252,696	283,072	275,250	A
FEBRUARY	220,266	258,944	271,891	A
MARCH	208,011	178,756	187,694	A
APRIL	215,526	253,405	266,076	A
MAY	250,786	255,437	268,209	A
JUNE	248,729	256,227	269,038	A
JULY	255,517	265,264	278,527	A
AUGUST	253,309	259,754	271,901	A
SEPTEMBER	274,663	249,395	261,864	A
OCTOBER	263,188	252,007	264,606	A
NOVEMBER	242,427	239,391	276,348	A
DECEMBER	267,134	240,655	280,491	A
TOTALS	2,952,253	2,992,307	3,171,895	
		Current Budget	3,194,000	
		Projected Amt Over (Under)	(22,105)	



Projected Revenues

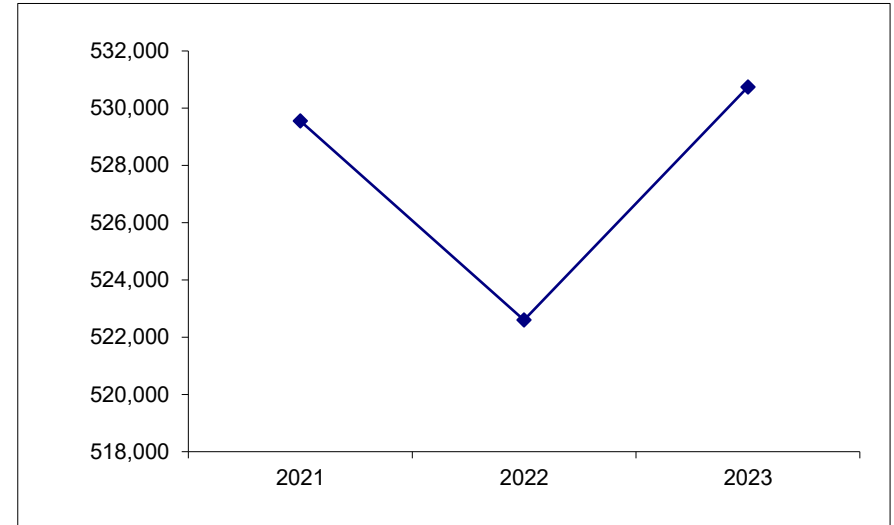
STATE VIDEO GAMING TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	85,531	186,950	187,712	A
FEBRUARY	-	194,055	195,996	A
MARCH	85,407	165,854	167,512	A
APRIL	176,056	170,074	171,774	A
MAY	257,275	230,570	232,876	A
JUNE	244,343	217,794	219,972	A
JULY	223,954	197,376	199,349	A
AUGUST	208,113	183,024	202,000	A
SEPTEMBER	217,309	190,168	202,000	A
OCTOBER	203,717	182,080	202,000	A
NOVEMBER	196,248	191,184	202,000	A
DECEMBER	194,733	189,255	202,000	A
TOTALS	2,092,686	2,298,383	2,385,191	
		Current Budget	2,386,000	
		Projected Amt Over (Under)	(809)	



LOCAL LIQUOR LICENSE FEE

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	3,989	-	-	A
FEBRUARY	-	6,010	6,010	A
MARCH	2,459	702	702	A
APRIL	2,018	-	-	A
MAY	194,556	288,825	288,825	A
JUNE	312,435	217,825	217,825	A
JULY	-	3,280	3,280	A
AUGUST	6,600	200	6,600	A
SEPTEMBER	3,593	600	3,593	A
OCTOBER	100	150	100	A
NOVEMBER	-	3,093	-	A
DECEMBER	3,807	1,914	3,807	A
TOTALS	529,556	522,599	530,742	
		Current Budget	531,000	
		Projected Amt Over (Under)	(258)	



City Clerk

DATE: 2/14/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution in Support of Tax Increment Financing

SUMMARY RECOMMENDATION:

City staff recommends approval of this item expressing City of Decatur support of Tax Increment Financing Act.

BACKGROUND:

Senator Ann Gillespie has filed tax increment financing reform legislation. The Illinois Municipal League (IML) believes this bill to be counterproductive or harmful to TIF Districts. Those proposed changes include, among other things:

- significantly modifies the criteria for “blighted area” designation;
- expands the composition and authority of the joint review board;
- reduces the life of newly created districts to 20 years (from 23 years currently);
- eliminates subsequent 12-year extensions (to 35 or 47 years) of current districts and allows for only one two-year extension (to 22 years) of any district;
- prohibits future district boundaries from overlapping existing district boundaries;
- requires the transfer of TIF funds to a local chamber of commerce;
- allows a school district or community college district to not participate in the TIF district (any increment within their boundaries would not be collected by the TIF district and would instead be paid to the school or community college district directly); and,
- restricts the use of surplus funds.

PRIOR COUNCIL ACTION: The City of Decatur has multiple TIF Districts in the City. The Old Towne TIF is what allowed to City to transform our downtown into what it is today. All of the City TIFs have realized positive developments that generated increased property values not only for the City but for all of the other overlapping taxing districts. The City's interests would not be best served by the proposed bill that guts the original intent of the TIF Act. With approval of this Resolution we would be joining municipalities across the State to send the message to the Illinois Legislature to reject this proposed harmful bill.

STAFF REFERENCE: Additional questions can be forwarded to Jon Kindseth, Deputy City

Manager at 217-424-2801 (jkindseth@decaturil.gov).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
IML Fact Sheet	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUPPORT OF
TAX INCREMENT FINANCING**

WHEREAS, the City of Decatur has the responsibility to promote economic development and revitalization of underperforming areas within the City of Decatur; and

WHEREAS, the City of Decatur recognizes that Tax Increment Financing (TIF) is a means to address areas of blight, support development and promote local job creation and retention; and

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the City of Decatur; and

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the City of Decatur; and

WHEREAS, the Mayor and City Council of the City of Decatur find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the City of Decatur.

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

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The City of Decatur urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.

Section 3. The City Clerk shall forward a copy of this Resolution to the Illinois Municipal League.

PRESENTED AND ADOPTED this 21st day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

TAX INCREMENT FINANCING (TIF)



BACKGROUND

Illinois adopted Tax Increment Financing (TIF) in 1977. A reform to this law was enacted in 1999. Since the first TIF statute was adopted by the State of California in 1952, 49 states have passed legislation authorizing the use of TIF. According to the most recently available data from the Illinois Office of Comptroller (IOC), there may be up to 1,496 TIF districts located in as many as 537 Illinois municipalities.

WHAT IS TIF?

TIF is a mechanism for municipalities to spur economic development in specific geographic areas that are blighted and deteriorating. To do this, local taxing bodies create a TIF redevelopment project area, or TIF district, whereby the Equalized Assessed Value (EAV) of the property in the area is set at a base amount. Property taxes collected on properties included in the TIF district at the time of its designation continue to be distributed to the school districts and all other affected taxing districts in the same manner as if the district did not exist. Establishment of a TIF does not reduce property tax revenues available to the overlapping taxing bodies.

A tax increment is the difference between the amount of property tax revenue generated before TIF district designation and the amount of property tax revenue generated after TIF designation. Only property taxes generated by the incremental increase in the EAV of these properties after that time are available for use in the TIF district by a municipality.

HOW IS A TIF DISTRICT CREATED?

In order to establish a TIF district, a local government must find that development or redevelopment of the area would not occur “but for” the creation and use of TIF. Illinois law specifies a number of requirements that must be satisfied for an area to qualify as a TIF district, beginning with identifying the district and the physical and economic deficiencies that need to be cured. Specifically, state law requires that the proposed area must meet one or more of three conditions:

1. Blighted conditions;
2. Conservation conditions; and,
3. Industrial park conservation conditions.

If one or more of these conditions is identified, municipal officials and a Joint Review Board, made up of representatives from affected local taxing bodies, must review a plan for the redevelopment of the TIF area. A public hearing must be held where residents and other interested parties can express their thoughts on the subject. If the plan for redevelopment is approved by the Joint Review Board, the municipality may adopt the plan by a majority vote of the corporate authorities. If the Joint Review Board rejects the plan for redevelopment, the municipality may proceed but the plan must be approved by a three-fifths vote of the corporate authorities. Finally, the mayor or village president will sign the ordinance into law. No state or federal approval is required for creation.



HOW DOES TIF WORK AFTER CREATION?

The growth of the EAV of property within the TIF district (the increment) is collected into a special fund for use by the municipality to make additional eligible investments in the TIF project areas. The reinvestment generates additional growth in property value, which results in more revenue growth for reinvestment. Once a redevelopment project is completed and has been paid for, the TIF district may be dissolved and the tax base returned to full use by all eligible taxing bodies.

HOW LONG DOES A TIF DISTRICT LAST?

Under Illinois law, a TIF district may last for up to a maximum of 23 years. This period can be extended by 12 additional years upon approval by the Illinois General Assembly. In some cases, the General Assembly has extended TIF districts twice, for a total of 47 years. Municipalities seeking extensions must receive approval from the General Assembly, which requires, by rule, letters of support from overlapping units of local government whose boundaries fall within the TIF district.

OTHER FUNDING SOURCES BESIDES TIF

TIFs are more frequently used now because other development tools, like Industrial Revenue Bonds and Urban Development and Infrastructure Grants, are no longer readily available to local governments.

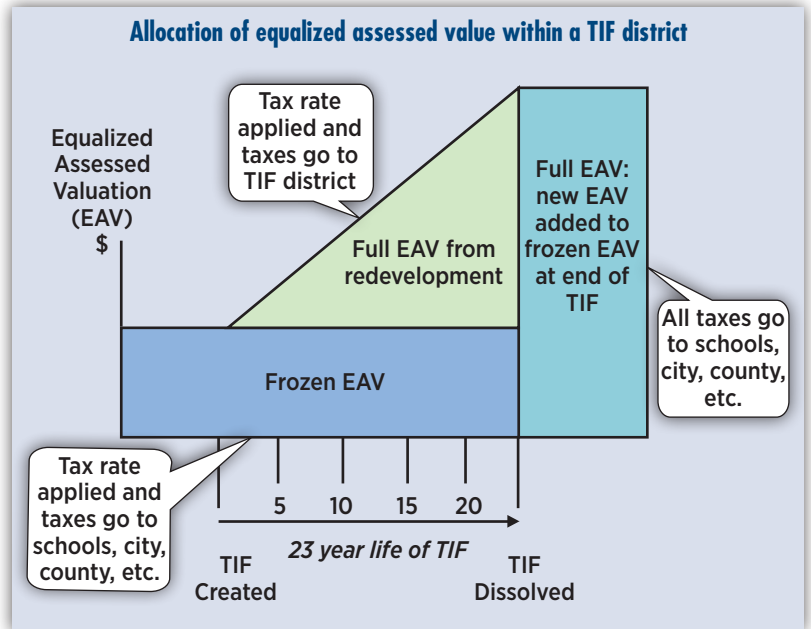
Federal and state aid to local governments has been reduced. At the same time, unfunded federal and state mandates have increased the financial burden on most municipalities. Factor in state imposed property tax caps, and the funding problems facing local governments make it obvious that local governments are left to do more with less.

TIF offers local governments a resource to revitalize their communities by expanding their tax base, offsetting, in part, the federal and state funds that are no longer available to them without imposing increased taxes on the whole community.

WHAT CAN TIF BE USED FOR?

TIF funds may be used to reimburse eligible “redevelopment projects costs” as defined in the Act.¹ The statute provides a comprehensive list of associated project and reimbursement costs which may include, but are not limited to, the following actions occurring within the TIF district:

- Administration of a TIF redevelopment project;
- Property acquisition, renovation, rehabilitation and demolition;
- Construction of public works or improvements;
- Job training related to the TIF area;
- Financing costs, including interest assistance;
- Studies, surveys and plans;
- Marketing related to sites within the TIF; and,
- Professional services, such as architecture and design services.



Source: The “Final Report of the TIF Reform Task Force,” June 1, 2018.

¹ 65 ILCS 5/11-74.4-3(q).

DESIGNATION AND DISTRIBUTION OF SURPLUS FUNDS

The TIF Act provides that any portion of an annual ending balance of a TIF fund that has not been identified (or is not identified as being required, pledged, earmarked or otherwise designated for payment or securing of obligations or anticipated redevelopment project costs) shall be designated as surplus. (Section 11-74.4-7)

The Act also provides for the distribution of surplus funds annually, within 180 days after the close of a municipality's fiscal year. Surplus funds are paid by the municipal treasurer to the county collector, the Illinois Department of Revenue (IDOR) and to the municipality in direct proportion to the incremental tax revenue received. The county treasurer is then required to make distributions to the respective taxing districts.

TIF REPORTING REQUIREMENTS

The Act currently requires TIF municipalities to submit a report to IOC, and all taxing districts overlapping the redevelopment project area, no later than 180 days after the close of each municipal fiscal year detailing information about a TIF district. The report must include, but is not limited to, an analysis of the special tax allocation fund, a statement setting forth all activities undertaken in furtherance of the objectives of a TIF District Redevelopment Plan, a legal opinion that the municipality is in compliance with the TIF Act and any amendments to the redevelopment plan.

On May 28, 2021, the General Assembly passed HB 571 (Rep. Carroll, D-Northbrook/Sen. Gillespie, D-Arlington Heights). This legislation amends the TIF Act and expands mandated reporting requirements to include a comparison between the original projected increment and jobs for the TIF district, the actual amount of increment and jobs created to date, and an update on the stated rate of return for a development and the actual debt service on any notes issued by the municipality. In addition, HB 571 authorizes municipalities to select a consultant to provide an analysis of the projected increment and the actual debt service on any notes issued by the municipality. The Illinois Municipal League (IML) opposed the legislation as an unfunded mandate.

IML ADVOCACY

IML and numerous local elected officials, as well as the General Assembly – shown through its continued actions granting and extending TIF designations – firmly believe in the value of TIF as a mechanism to spur economic development in communities across the state.

While IML will not advocate for proposals that would be harmful to or reduce the effectiveness of TIF, we remain committed to serving as a partner with and all stakeholders in improving and addressing perceived issues with the TIF Act.

iml.org



City Clerk

DATE: 2/15/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Adding Territory to the Decatur Macon County Enterprise Zone - Lewis Property Development and Rentals

SUMMARY RECOMMENDATION: City staff recommends approval of this item amending the boundaries of the Enterprise Zone.

BACKGROUND: Lewis Property Development & Rentals is owned and managed by Mr. Steven Lewis and is currently located at 1355 St. Hwy. 121. Mr. Lewis is the current owner of parcels 12-17-04-232-001, 12-17-04-232-002, 12-17-04-232-003, 12-17-04-232-004 & 12-17-04-232-005 totaling 3.8 acres in Macon County along IL-121 and is proposing their development into a multi enterprise store front commercial building and requesting an extension of the Decatur-Macon County Enterprise to accommodate this project. Mr. Lewis is estimating a construction capital expenditure of more than three million dollars towards the development of this project which will result in the full-time employment of approximately seventeen skilled trades persons during the construction phase of this project according to BEA RIMS II Multipliers (2012/2020). Additionally, it is projected that this project will potentially enable the employment of up to 50 full-time retail and service industry individuals indefinitely. Finally, this type of employment supports 11.6 jobs per community wide for every one million dollars in revenue generated annually. The continued growth of commercial, service and retail opportunities in our community is central to its economic and social prosperity and fits within the stated goals of the Macon County Enterprise Zone.

STAFF REFERENCE: Additional questions can be forwarded to Jon Kindseth, Deputy City Manager at 217-424-2801 (jkindseth@decaturil.gov)

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ADDING TERRITORY TO THE DECATUR MACON COUNTY
ENTERPRISE ZONE
LEWIS PROPERTY DEVELOPMENT & RENTALS**

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

Section 1: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended at Exhibit A and Exhibit B thereof by adding to the end of said Exhibit the following:

Amendment 3

Exhibit A

12-17-04-232-001 | 1505 N State Route 121, Mt. Zion, IL 62549

The North 50 feet of all of Lot 10 of Gustin's Subdivision of Lot 3 of Assessors Subdivision of Lot 3 of the Northeast Quarter (1/4) of Section 4, Township 15 North, Range 3 East of the 3rd P.M., as per Plat recorded in Book 683, Page 22 of the Records in the Recorder's Office of Macon County, Illinois, except all of that portion of the above described Lots which has been taken by the State of Illinois as right-of-way for State Highway 121. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

12-17-04-232-002 | 1505 N State Route 121, Mt. Zion, IL 62549

The North 50 feet of Lot 9 of Gustin's Subdivision of Lot 3 of Assessors Subdivision of Lot 3 of the Northeast Quarter (1/4) of Section 4, Township 15 North, Range 3 East of the 3rd P.M., as per Plat recorded in Book 683, Page 22 of the Records in the Recorder's Office of Macon County, Illinois, except all of that portion of the above described Lots which has been taken by the State of Illinois as right-of-way for State Highway 121. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

12-17-04-232-003 | 1445 N State Route 121, Mt. Zion, IL 62549

The North 25 feet of Lot Eight (8) and the South 50 feet of Lot Nine (9) of Gustin's Subdivision of Lot Three (3) of Assessor's Subdivision of Lot 3 of the Northeast ¼ of Section 4, Township 15 North, Range 3 East of the 3rd P.M., as per Plat recorded in Book 683, Page 22 of the Records in the Recorder's Office of Macon County, Illinois. EXCEPT that part deeded to the State of Illinois in Book 1730, Page 239 for road purposes. (EXCEPT) coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

12-17-04-232-004 | 1435 N State Route 121, Mt. Zion, IL 62549

Lot Eight (8) of Gustin's Subdivision of Lot Three of Assessors Subdivision of Lot Three, Northeast Quarter, Section Four (4), Township Fifteen (15) North, Range Three (3) of the 3rd P.M., as per Plat recorded in Book 683, Page 22 of the Records in the Recorder's Office of Macon County, Illinois. EXCEPT the North 25 feet thereof, and EXCEPT a strip of land 20.00 feet in width off of the entire East side of the South 75.00 feet of Lot Eight of Gustin's Subdivision.

12-17-04-232-005 | 1425 N State Route 121, Mt. Zion, IL 62549

Lot Seven (7) of Gustin's Subdivision of Lot Three (3) of Assessor's Subdivision of Lot Three (3) of the Northeast Quarter of Section Four (4), Township Fifteen (15) North, Range Three (3) East of the 3rd P.M., as per Plat recorded in Book 683, Page 22 of the Records in the Recorder's Office of Macon County, EXCEPT that part deed to the State of Illinois in Warranty Deed recorded in Book 1729, Page 364 as Document No. 913400.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ADDENDUM B

EXHIBIT B

Steve Lewis Commercial Project Proposed Parcels for Addition to Enterprise Zone

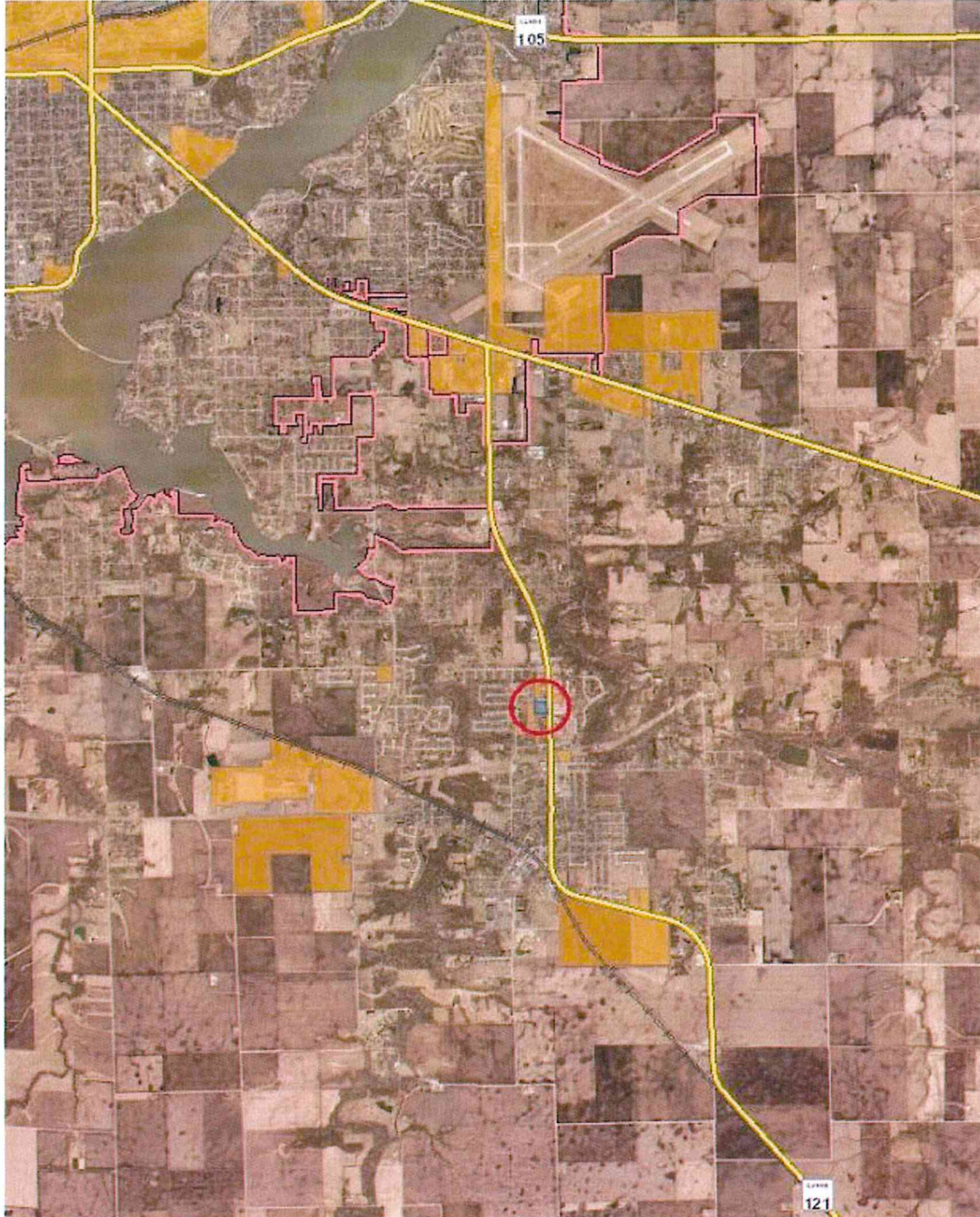


EXHIBIT B

Steve Lewis Commercial Project Proposed Parcels for Addition to Enterprise Zone



City Clerk

DATE: 2/15/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Adding Territory to the Decatur Macon County Enterprise Zone -
Garfield School Site and Jasper/Grand Area (Durfee Site)

SUMMARY RECOMMENDATION: City staff recommends approval of this item amending the boundaries of the Enterprise Zone.

BACKGROUND:

In the interest of community growth and the economic competitiveness of the region, the Decatur-Macon County Enterprise Zone administration board, in cooperation with local governmental bodies and key community stakeholders, have determined that it is in the best interest of the region to submit the enclosed property for inclusion in the Decatur-Macon County Enterprise Zone to increase their viability for redevelopment. In recent history the Enterprise Zone has been successful in fostering growth within the Decatur Metropolitan Statistical Area (MSA) by reducing the communities estimated poverty rate from 18.4% in 2015 to 15.2% in 2020. However, areas of persistent poverty remain. This proposed addition is located within Census Tract #6/Macon County/IL which has an estimated poverty rate of 63.9% as of 2020. Economic incentives such as Enterprise Zone benefits are often key factors in private investment into distressed areas. This agency, along with key community stakeholders, feels that the addition of this land is vital for the continued growth and economic wellbeing of Macon County and its citizens.

STAFF REFERENCE: Additional questions can be forwarded to Jon Kindseth, Deputy City Manager at 217-424-2801 (jkindseth@decaturil.gov).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ADDING TERRITORY TO THE DECATUR MACON COUNTY
ENTERPRISE ZONE
GARFIELD SCHOOL SITE AND JASPER/GRAND AREA (DURFEE SITE)**

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

Section 1: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended at Exhibit A and Exhibit B thereof by adding to the end of said Exhibit the following:

Amendment 4

Exhibit A

04-12-11-259-024 | 1104 E Grand Ave

72 Feet of the south end of Lot Eleven (11) Block Seven (7) of Carver's Addition as per plat recorded in Book "T" Page 238 of the Records in the Recorders Office of Macon County, Illinois.

04-12-11-259-013 | 1346 N Illinois St

The North 36 feet of Lot 11 in Block 7 of Carver's addition to the City of Decatur, according to the Plat thereof recorded in Book "T" at page 238, situated in the County of Macon and State of Illinois.

04-12-11-259-016 | 1112 E Grand Ave

Lot Twelve (12) in Block Seven (7) of Carver's Addition to the City of Decatur, as per Plat recorded in Book "T" page 238 of the Records in the Recorders Office of Macon County, Illinois. Situated in the County of Macon and the State of Illinois.

04-12-11-259-017 | 1120 E Grand Ave

Lot 13 in Block number 7 of Carver's Addition to The City of Decatur as per Plat recorded in Book T, page 238 of the Records in the Recorder's Office of Macon County, Illinois, except that part conveyed by Warranty Deed recorded in Book 1810 page 559 of the Records aforesaid.

04-12-11-259-019 | 1136 E Grand Ave

Lot 15 in Block 7 of Carver's Addition to the City of Decatur, as per Plat recorded in Book "T" on page 238 in the Recorder's Office of Macon County, Illinois. Except part thereof used as Right-of-Way. Situated in the County of Macon and State of Illinois.

04-12-11-259-020 | 1140 E Grand Ave

The West 29 feet of Lot 16 in Block 7 of CARVERS ADDITION to the City of Decatur, as in Plat Book and Page "T"-238. Except that part of said description taken for Public Roadway, Township of DECATUR, County of Macon, State of Illinois.

04-12-11-259-021 | 1152 E Grand Ave

The East Eleven (11) feet of Lot Sixteen (16) and the West Twenty-Nine (29) feet of Lot Seventeen (17) in Block Seven (7) of Carver's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-11-259-022 | 1168 E Grand Ave

The East 11 feet of Lot Seventeen (17) and the West 29 feet of Lot Eighteen (18) in Block Seven (7) of the Carver's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois, together with all rights of grantor in the streets and alleys upon which the above described parcel abuts. ALSO The East 11 feet of Lot Eighteen (18) and the West 29 feet of Lot Nineteen (19) all in Block Seven (7) of Carver's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois, together with all rights of grantor in the streets and alleys upon which the above described parcel abuts, ALSO the East 11 feet of Lot Nineteen (19) and the West 29 feet of Lot Twenty (20) in Block Seven (7) of Carver's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois, together with all rights of the grantor in the street and alleys upon which the above described parcel abuts. EXCEPT from the above described parcels of land that portion thereof conveyed to the City of Decatur, Illinois, by Warranty Deed dated January 20, 1975 and recorded as Document No. 969593 in Book 1825, page 201 in the Office of the Recorder of Macon County, Illinois. (Except coal and minerals) Situated in Macon County, Illinois.

04-12-11-259-023

Lots numbered Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19) and Twenty (20) in Block Seven (7) and Lots numbered Six (6) Seven (7) Eight (8) Nine (9) Ten (10) Eleven (11) and Twelve (12) in Block Eleven (11) in Carver's Addition to the Town now City of Decatur.

04-12-11-278-001 | 1222 E Grand Ave

Lots Number One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block Number One (1), of Power's Second Addition to the City of Decatur as per Plat recorded in Book 22, page 602, of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT that part conveyed to the City of Decatur by warranty Deed recorded in Book 1772, page 338 as Document No. 937823 of the Records in the Recorder's Office of Macon County and more particularly described as follows: Beginning at the Southwest Corner of the above described tract, thence northerly on the West line to the Northwest corner of said tract a distance of 320 feet; thence easterly on the North line a distance of 4.14 feet to the Northeast corner of said tract; thence southeasterly on a curve having a radius of 980 feet to a point which is 98.98 feet South and 10.87 feet East of Northwest corner of said tract; thence southwesterly on a curve having a radius of 1020 feet to a point which is 219.47 feet South and 18 feet East of the northwest corner of said tract; thence southeasterly on a curve having a radius of 142 feet to a point which is 56.19 feet North and 25.10 feet East of the Southwest corner of said tract; thence southeasterly on a curve having a radius of 42 feet to a point which is 27.10 feet North and 50.7 feet East of the Southwest corner of said tract; thence southeasterly on a curve having a radius of 142 feet to a point which is 20 feet North and 97.54 feet East of Southwest corner of said tract; thence easterly on a line parallel with the South line to a point which is 20 feet North and 234.63 feet East of Southwest corner of said tract; thence southeasterly on a curve having a radius of 620 feet to a point which is 10.7 feet North and 49.89 feet West of the Southeast corner of said tract; thence southeasterly on a curve having a radius of 580 feet to a point which is 5.75 feet North and 15.69 feet West of the Southeast corner of said tract; thence northeasterly on a curve

having a radius of 22 feet to a point on the East line and 10 feet North of Southeast corner of said tract; a distance of 10 feet; thence West on South line of said tract a distance of 391.5 feet to point of beginning said part containing 11,764 square feet situated in the County of Macon, in the State of Illinois.

04-12-11-403-020 | 1175 E Grand Ave

Lots One, Two, Three, and Four in Block Twelve of Carver's Addition to the City of Decatur as per Plat recorded in Book T, Page 238 of the Records of the Recorder's Office of Macon County, Illinois, EXCEPT the following described land: A part of the West 20 feet of Lot 1 and a part of Lot 2, Block 12 of Carver's Addition, as per Plat recorded in Book T, Page 238 of the Records in the Recorder's Office of Macon County, Illinois. Said part being described as follows: Beginning at the Northeast corner of the above described tract; thence Southerly on the East line, a distance of 29.73 feet; thence Northwesterly to a point which is 14.12 feet South and 9.94 feet East of the Northeast corner of the above described tract; thence Northwesterly to a point on the North line of and 45.22 feet West of the Northeast corner of the above described tract; thence Easterly on the North line of the above described tract, a distance of 45.22 feet to the point of the beginning, and also EXCEPT beginning at the Southeast corner of the above described tract; thence Westerly on the South line of said tract, a distance of 10 feet; thence Northeasterly to a point on the East line of and 5 feet North of the Southeast corner of said tract; thence Southerly on the East line of said tract, a distance of 5 feet to the point of beginning. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

04-12-11-426-001 | 1260 N Jasper St

Lots 8, 9 and 10 in Block 2 of Powers 2nd Addition to the City of Decatur, as per Plat recorded in Book 22 on Page 602 of the Records in the Recorder's Office of Macon County, Illinois (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals), EXCEPT the following described tract: A part of Lot 10 in Block 2 of Powers 2nd Addition, as per Plat recorded in Book 22 on Page 602 of the Records in the Recorder's Office of Macon County, Illinois, said part being described as follows: Beginning at the Southwest corner of the above described tract; thence Northerly on the West line of the Northwest Corner of said tract, a distance of 152 feet; thence Easterly on the North line of said tract, a distance of 34.4 feet; thence Southwesterly to a point, said point being 25.14 feet East and 7.53 feet South of the Northwest Corner of said tract; thence Southwesterly to a point, said point being 9 feet East and 40.5 feet South of the Northwest Corner of said tract; thence Southerly 9 feet East of and parallel with the West line of said tract, to a point, said point being 9 feet East of and 5 feet North of the Southwest corner of said tract; thence Southeasterly to a point on the South line of and 15 feet East of the Southwest Corner of said tract; thence Westerly on the South line of and to the Southwest Corner of said tract, a distance of 15 feet to the point of beginning, situated in Macon County, Illinois.

04-12-11-426-002 | 1225 E Grand Ave

Lot 7 in Block 2 of Powers Second Addition to the City of Decatur, as per Plat recorded in Block 22, Page 602 of the Recorder's Office of Macon County, Illinois situated in Macon County, Illinois.

04-12-11-426-003 | 1235 E Grand Ave

Lot Six (6) in Block Two (2) of Powers Second Addition to the City of Decatur, as per Plat

recorded in Book 22, Page 602 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

04-12-11-426-004 | 1243 E Grand Ave

Lot 5, Block 2 of Powers 2nd Addition to the City of Decatur, as per Plat recorded in Book 22, Page 602 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-11-426-005 | 1253 E Grand Ave

Lot Four (4) in Block Two (2) in Powers Second Addition to the City of Decatur, as per Plat recorded in Book 22, Page 602 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-11-426-006 | 1261 E Grand Ave

Lot Three (3) in Block Two (2) of Powers 2nd Addition to the City of Decatur, as per Plat recorded in Book 22, Page 602 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and all other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals.) Situated in Macon County, Illinois.

04-12-11-426-007 | 1269 E Grand Ave

The West 31.7 feet of Lot 2 in Block 2 of Power's Second Addition to Decatur, Township of Decatur, County of Macon, State of Illinois.

04-12-11-426-008 | 1245 N Lowber St

Lot One and the end 3/10 feet of Lot Two in Block Two of Powers Second Addition of City Decatur as per Records in Book 22, Page 602 of the Recorder's Office of Macon County, Illinois.

04-12-11-277-012 | 1434 N Jasper St

The North 50 feet of Lot 11 in Block 2 of WILLIAM H. HAMMOND'S ADDITION to the City of Decatur, Township of Decatur, County of Macon, State of Illinois.

04-12-11-277-015 | 1212 E Locust St AND 04-12-11-277-013 | 1424 N Jasper St

Tract I: Lot Twelve (12) in Block Two (2) William H. Hammonds Addition to the City of Decatur as per Plat recorded in Book 22, Page 616 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals.)

Tract II: The South Fifty (50') feet of the North 100 Feet of Lot Eleven (11) Block Two (2) of William H Hammonds Addition to the City of Decatur as per Plat recorded in Book 22, Page 616 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals.)

04-12-11-277-014 | 1204 E Locust St

All of Lot Eleven (11) in Block Two (2) of William H. Hammond's Addition to the City of Decatur, as per Plat recorded in Book 22 page 616 of the Records in the Recorder's Office of Macon County, Illinois, except the North 100 feet thereof, situated in the county of Macon and State of Illinois.

04-12-11-277-016 | 1220 E Locust St

Lot Thirteen (13) in Block Two (2) of William H. Hammonds Addition to the City of Decatur as per Plat recorded in Book 22 page 616 of the Records in the Recorder's Office of Macon County, Illinois subject to all easements, restrictions, and reservations of record, if any; subject to any real estate taxes that are due and payable, and all subsequent taxes.

04-12-11-277-017 | 1228 E Locust St

Lot 14 in Block 2 of William H. Hammond's Addition to the City of Decatur, as per Plat recorded in Book 22, page 616 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-11-277-018 | 1238 E Locust St

Lot Fifteen (15) in Block Two (2) of Wm. H. Hammond's Addition to the City of Decatur, as per Plat recorded in Book 22, Page 616 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

04-12-11-277-025 | 1246 E Locust St

Lot 16, except the West 6 feet therefore, in Block 2 of William H Hammonds Addition to Decatur, Township of DECATUR, County of Macon, State of Illinois.

04-12-11-277-021 | 1254 E Locust St

Lot 17 in Block 2 of William E. Hammond's Addition to the City of Decatur, as per Plat recorded in Book 22, Page 616 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT coal and mineral rights. AND Lot 3 in Block 18 of Carver's Addition to the City of Decatur, Macon County, Illinois. AND Lot 9 in Block 2 of Power's First Addition to the City of Decatur, as per Plat recorded in Book 22, Page 487 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-11-277-027 | 1260 E Locust St

Lots Eighteen (18), Nineteen (19) and the West Six (6) feet of Lot 20 in Block Two (2) of William H. Hammond's Addition to the City of Decatur. Situated in the County of Macon and the State of Illinois.

04-12-11-277-028 | 1276 E Locust St

Lot Twenty (20) in Block Two (2) of William H Hammond's Addition to the City of Decatur, as per plat recorded in Book 22 Page 616 of the Records in the Recorder's Office of Macon County, Illinois except Six (6) feet in width of the entire West side of said lot. Situated in the County of Macon and the State of Illinois.

04-12-11-403-007 | 1157 E Grand Ave

Lots One, Two, Three and Four in Block Twelve of Carver's Addition to the City of Decatur as per Plat recorded in Book T, Page 238 of the Records of the Recorder's Office of Macon County, Illinois, EXCEPT the following described land: A part of the West 20 feet of Lot 1 and a part of Lot 2, Block 12 of Carver's Addition, as per Plat recorded in Book T, Page 238 of the Records in the Recorder's Office of Macon County, Illinois. Said part being described as follows: Beginning at the Northeast corner of the above described tract; thence Southerly on the East line, a distance of 29.73 feet; thence Northwesterly to a point which is 14.12 feet South and 9.94 feet East of the Northeast corner of the above described tract; thence Northwesterly to a point on the North line of and 45.22 feet West of the Northeast corner of the above described tract; thence Easterly on

the North line of the above described tract, a distance of 45.22 feet to the point of beginning, and also EXCEPT beginning at the Southeast corner of the above described tract; thence Westerly on the South line of said tract, a distance of 10 feet; thence Northeasterly to a point on the East line of and 5 feet North of the Southeast corner of said tract; thence Southerly on the East line of said tract, a distance of 5 feet to the point of beginning. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

04-12-11-403-006 | 1155 E Grand Ave

Lot 5 in Block 12 of CARVER'S ADDITION to the City of Decatur, as in Plat Book and Page "T" – 238, Township of DECATUR, County of Macon, State of Illinois.

04-12-11-403-005 | 1137 E Grand Ave

Lot 6 in Block 12 of CARVER'S ADDITION to the City of Decatur, according to the Plat thereof recorded in Book "T" at page 238, situated in the County of Macon and State of Illinois.

04-12-11-403-021 | 1119 E Grand Ave

Lots Seven (7) and Eight (8) in Block Twelve (12) of Carver's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois. Situated in the County of Macon and the State of Illinois.

04-12-11-403-002 | 1113 E Grand Ave

Lot 9 in Block 12 of CARVER'S ADDITION to the City of Decatur, as per Plat recorded in Book "T" on page 238, of the Records in the Recorder's Office of Macon County, Illinois. Except severed minerals. Situated in the County of Macon and State of Illinois.

04-12-11-403-001 | 1103 E Grand Ave

Lot Ten (10) in Block Twelve (12) of Carver's Addition to the City of Decatur, as per Plat recorded in Book T, Page 238 of the Records in the Recorder's Office, situated in the County of Macon and State of Illinois.

04-12-11-403-010 | 1220 N Illinois St

The North 70 feet of Lot 11 in Block 12 of Carver's Addition to the City of Decatur, as per Plat recorded in Book T on page 238, in the Recorder's Office, situated in the County of Macon and State of Illinois.

04-12-11-403-011 | 1104 E Leafland Ave

The South 80 feet of Lot Eleven (11) in Block 12 of Carver's Addition to the City of Decatur, as per Plat recorded in Book T page 238 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals.) Situated in Macon County, Illinois.

04-12-11-403-012 | 1118 E Leafland Ave

Lot 12 in Block 12 of Carver's Addition to the City of Decatur, as per Plat recorded in Book T and Page 238 in the Recorder's Office, situated in the County of Macon and State of Illinois.

04-12-11-403-013 | 1120 E Leafland Ave

Lot 13 in Block 12 of Carver's Addition to the City of Decatur, as per Plat recorded in Book T

on page 238, in the Recorder's Office, situated in the County of Macon and State of Illinois.

04-12-11-403-014 | 1128 E Leafland Ave

Lot Fourteen (14) in Block Twelve (12) of Carver's Addition to the City of Decatur as per Plat recorded in Book T, page 238 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

04-12-11-403-015 | 1136 E Leafland Ave

Lot 15 in Block 12 of Carver's Addition to the City of Decatur, as per Plat recorded in Book T on page 238, in the Recorder's Office, situated in the County of Macon and State of Illinois.

04-12-11-403-016 | 1142 E Leafland Ave

Lot 16 in Block 12 of Carver's Addition to the City of Decatur, as per Plat recorded in Book T on page 238, in the Recorder's Office, situated in the County of Macon and State of Illinois.

04-12-11-403-017 | 1150 E Leafland Ave

Lot Seventeen (17) in Block Twelve (12) of Carver's Addition to the City of Decatur, according to the Plat thereof recorded in Book T, Page 238 of the Records in the Recorder's Office of Macon County, Illinois, (except coal and other minerals) in Macon County, Illinois.

04-12-11-403-018 | 1160 E Leafland Ave

Lot Eighteen (18) in Block Twelve (12) of Carver's Addition to the City of Decatur, as per Plat recorded in Book T page 238 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-11-403-019 | 1170 E Leafland Ave

Lots 19 and 20 in Block 12 of CARVER'S ADDITON to the City of Decatur, as in Plat Book and Page "T" – 238, EXCEPT that part conveyed to the City of Decatur recorded in Book 503 as Document 84353 on November 9th, 1967, Township of Decatur, County of Macon, State of Illinois.

04-12-11-259-001 | 1105 E Locust St

Lot Ten (10) in Block Seven (7) of Carter's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois, except Sixty (60) feet off the entire South End thereof. Situated in the County of Macon and the State of Illinois.

04-12-11-259-002 | 1354 N Illinois St

The South Sixty (60) Feet of Lot Ten (10) in Block Seven (7) of Carter's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois. Situated in the County of Macon and the State of Illinois.

04-12-11-259-003 | 1117 E Locust St

Lot Nine (9) in Block Seven (7) of Carter's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois. Situated in the County of Macon and the State of Illinois.

04-12-11-259-004 | 1119 E Locust St

Lot Eight (8) in Block Seven (7) of Carter's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois. Situated in the County of Macon and the State of Illinois.

04-12-11-259-005 | 1127 E Locust St

Lot Seven (7) in Block Seven (7) of Carver's Addition to the City of Decatur, as per Plat recorded in Book T, Page 238 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and all other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals.) Situated in Macon County, Illinois.

04-12-11-259-006 | 1135 E Locust St

Lot 6 in Block 7 of Carver's Addition to the City of Decatur, as per Plat recorded in book T, Page 238 of the Records in the Recorder's office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

04-12-11-259-007 | 1149 E Locust St

The East Half of the North 173 feet of Lot Three (3) of the Subdivision of the South part of the Southwest Quarter of the Southwest Quarter of Section Thirteen (13), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 149, Page 353 of the Records in the Recorder's Office of Macon County, Illinois, Except the North 30 feet thereof. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals).

04-12-11-259-008

Lot Four (4) in Block Seven (7) of Carter's Addition to the City of Decatur, as per Plat recorded in Book T, page 238 of the records in the Recorder's Office of Macon County, Illinois. Situated in the County of Macon and the State of Illinois.

04-12-11-259-009 | 1100 E Locust St

The South 50 feet of Lots One (1) and Two (2) in Block Seven (7) of Carver's Addition, EXCEPT the East 30 feet of Lot One (1) used for street purposes, as per Plat recorded in Book T, Page 238 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois, AND 38 feet off the West side of Lot Three (3) in Block Seven (7) of Carver's Addition, as per Plat recorded in book T, Page 238 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-11-259-010 | 1349 N Jasper St

The North 40 feet of Lots 1 and 2 and the North 40 feet of the East 2 feet of Lot 3 in Block 7 of Carver's Addition to the City of Decatur, Except that part taken for street, according to the Plat thereof recorded in Book "T" at page 238, situated in the County of Macon and State of Illinois.

04-12-11-259-011 | 1347 N Jasper St

The South 63 feet of the North 103 feet of the following described Lots: Lot 2, the East 2 feet of Lot 3 and the West 29 feet of Lot 1 in Block 7 of Carver's Addition to the City of Decatur, Except the East 4 feet of the South 62 feet of the North 103 feet of the West 29 feet of said Lot 1, Situated in the County of Macon and the State of Illinois.

04-12-11-259-012 | 1337 N Jasper St

The South 50 feet of Lots One (1) and Two (2) in Block Seven (7) of Carver's Addition, EXCEPT the East 30 feet of Lot One (1) used for street purposes, as per Plat recorded in Book T,

Page 238 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois, AND 38 feet off the West side of Lot Three (3) in Block Seven (7) of Carver's Addition, as per Plat recorded in Book T, Page 238 of the Records in the Recorder's Office of Macon County, Illinois.

04-12-10-301-001 | 1077 W Grand Ave

Beginning at an Iron Pipe marking the Northwest corner of said Property; running thence Easterly along the North line of said property and along the Existing South right-of-way line of Grand Avenue for 611.30 feet to the Northwest corner of said property; thence Southerly along the East line of said property for 15.0 feet; thence Westerly along a line parallel with the North line of said property for 290.30 feet thence deflecting $3^{\circ} 48' 52''$ to the left for 90.20 feet; thence deflecting $3^{\circ} 48' 52''$ to the right for 121.0 feet; thence deflecting $12^{\circ} 20' 20''$ to the left for 65.51 feet; thence deflecting $29^{\circ} 10' 11''$ to the left for 23.14 feet; thence deflecting $44^{\circ} 40' 12''$ to the left for 475.88 feet to a point on the West line of said property; thence deflecting $176^{\circ} 30' 23''$ to the right along the West line of said property and along the existing East right of way line of Oakland Avenue for 525.25 feet to the place of beginning.

Connector Strip

A 3 FOOT WIDE CONNECTOR STRIP FROM THE WESTERN MOST SIDE OF THE PROPERTY IDENTIFIED BY PIN 04-12-10-301-001 MEETING THE SOUTHEAST CORNER OF THE PROPERTY IDENTIFIED BY PIN 04-12-09-430-012 WHICH IS CURRENTLY IN THE EXISITING ENTERPRISE ZONE

04-12-10-301-011 AND 04-12-10-301-005 | Park Land Connected East of 1077 W Grand Ave

A PART OF LOTS 1 AND 2 OF WESLEY CARR ESTATE AS PER PLAT RECORDED IN CIRCUIT COURT RECORD BOOK "D" PAGE 242, IN THE RECORDS OF MACON COUNTY, ILLINOIS LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF DUNHAM STREET, EXTENDED, SAID POINT BEING 30 FEET WEST OF THE WEST LINE OF LOT 2 OF SAID WESLEY CARR ESTATE, SAID POINT ALSO BEING 40 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE ON AN ASSUMED BEARING OF $N89^{\circ}45'52''E$, A DISTANCE OF 192.63 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE ON A BEARING OF $S85^{\circ}48'56''E$, A DISTANCE OF 130.60 FEET TO AN IRON PIN FOUND; THENCE $S00^{\circ}06'49''E$, A DISTANCE OF 613.00 FEET TO A POINT ON THE NORTH LINE OF AN ALLEY LYING NORTH OF AND SHOWN ON BECKER PLACE ADDITION AS PER PLAT RECORDED IN BOOK 149, ON PAGE 435 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE $S89^{\circ}57'39''W$ ALONG SAID NORTH LINE OF AN ALLEY, A DISTANCE OF 326.03 FEET TO AN IRON PIN FOUND ON SAID CENTERLINE OF DUNHAM STREET, EXTENDED; THENCE $N00^{\circ}10'41''E$ ALONG SAID CENTERLINE, A DISTANCE OF 621.97 FEET TO THE POINT OF BEGINNING. CONTAINING 4.621 ACRES, MORE OR LESS.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ADDENDUM B

ADDENDUM B

Proposed addition of parcels at former Durfee school, near the corner of West Grand Avenue & North Okaland Avenue.

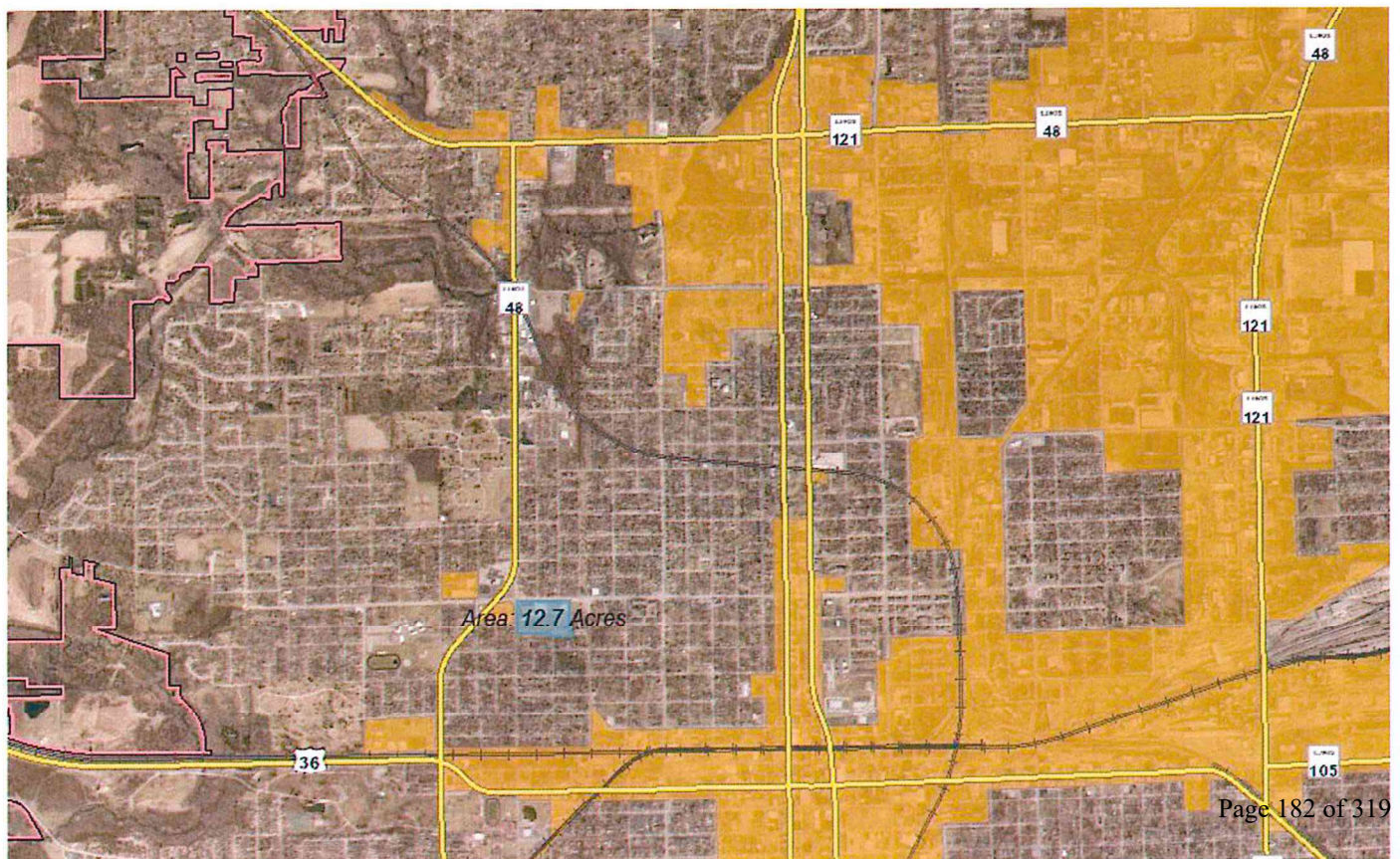
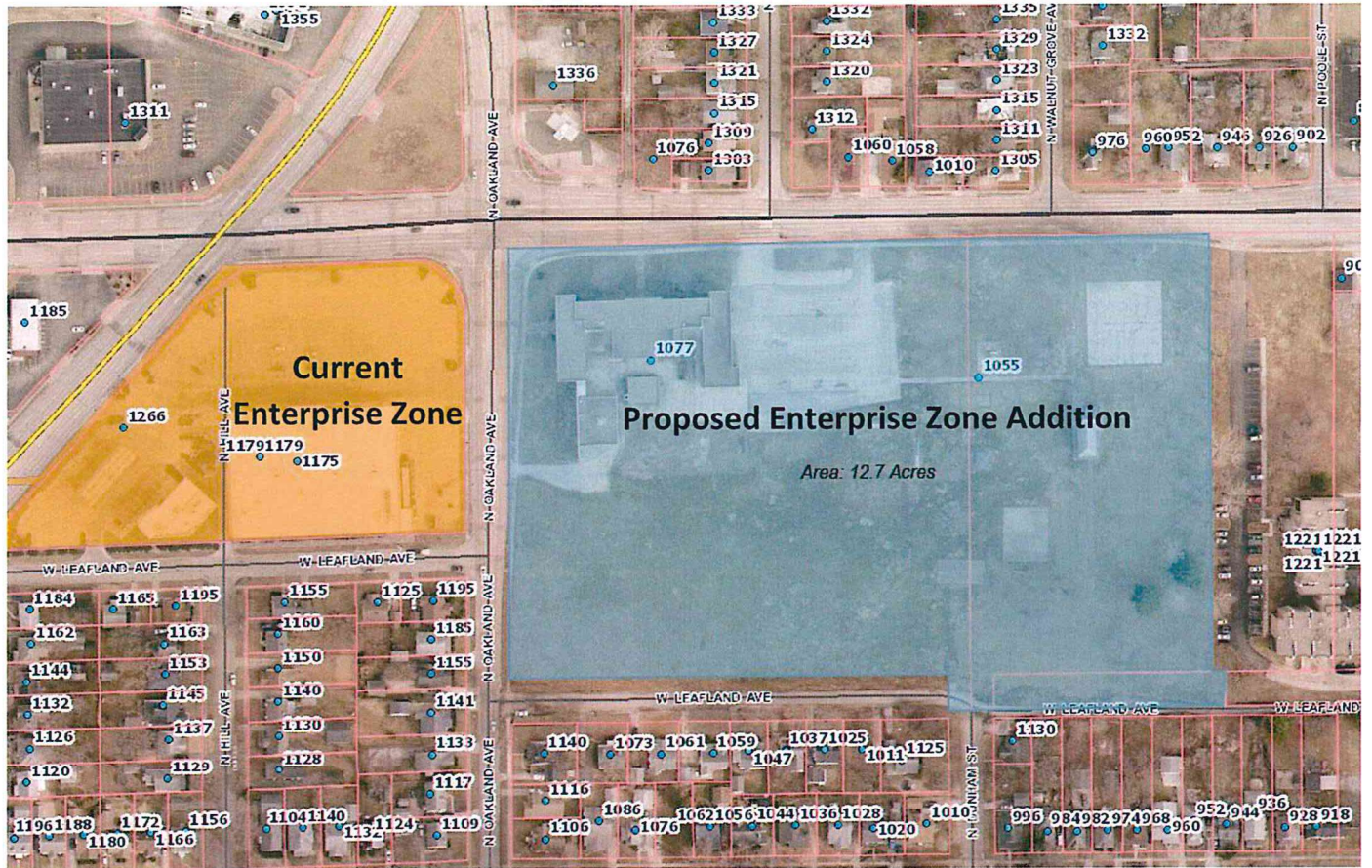
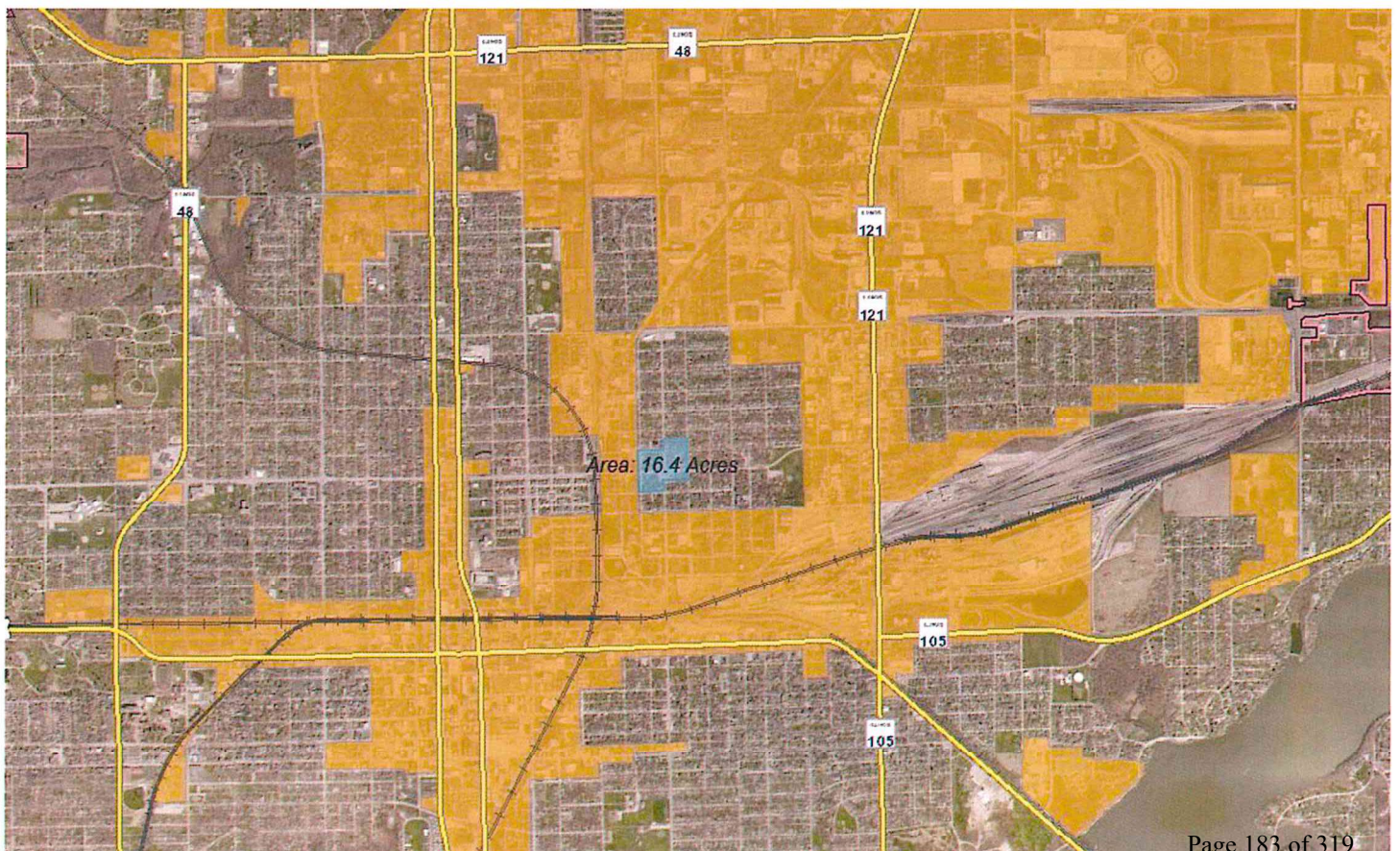


EXHIBIT B

This aerial map displays two designated areas: the **Current Enterprise Zone**, highlighted in orange, and the **Proposed Enterprise Zone Addition**, highlighted in blue. The orange zone covers a large area on the left side of the map, bounded by N. CAUTION ST to the north, E. LOCUST ST to the east, and E. HEARLAND AVE to the south. The blue zone is located to the east of the orange zone, bounded by N. CAUTION ST to the north, E. LOCUST ST to the east, and E. HEARLAND AVE to the south. The blue zone is labeled with the text "Area: 16.4 Acres". The map shows various streets including N. CAUTION ST, N. LOCUST ST, N. LOWER ST, E. LOCUST ST, E. HEARLAND AVE, and E. BEAUFORT ST. Numerous property lots are visible, many with numerical addresses. The map is a composite of two images, with the orange zone on the left and the blue zone on the right.



Public Works

DATE: 2/13/2023

MEMO: 2023-09

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director
Dan Mendenall, Municipal Services Manager

SUBJECT: Resolution Accepting the Tech Electronics of Illinois, LLC Quote to Install a Security Access System at the Municipal Services Center.

SUMMARY RECOMMENDATION:

It is proposed that the City Council authorize the execution of a purchase order between the City of Decatur and Tech Electronics of Illinois for the purchase and installation of a security access system at the Municipal Services Center located at 2600 N. Jasper St. for their quoted price of **\$79,997.00.**

BACKGROUND:

A new security access system is needed for the Municipal Services Center. The current security / access system is more than 20 years old and at present the main gate controls are not functioning and entry keypad system for the doors is becoming increasingly maintenance intensive as the system ages and parts are scarce or not available. In addition, the current system is not compatible with the newer security access systems in place at the Civic Center and Police Department.

In order to be compatible with the Civic Center and Police Department security systems, it is recommended that the services of Tech Electronics of Illinois be used to upgrade the Municipal Services Center security access system at a cost of \$79,997.00.

LEGAL REVIEW:

The agreement has been approved by the Legal Department.

POTENTIAL OBJECTIONS: None foreseen

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager, Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:

Funding for this work was included in the 2023 Land and Building Management operating budget of the Municipal Services Division of Public Works.

ATTACHMENTS:

Description	Type
Resolution Accepting the Tech Electronics of Illinois, LLC Quote to Install a Security Access System at the Municipal Services Center	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE TECH ELECTRONICS OF ILLINOIS, LLC
QUOTE TO INSTALL A SECURITY ACCESS SYSTEM AT THE MUNICIPAL
SERVICES CENTER**

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

Section 1. That the quote received for installing a security access system at the Municipal Services Center be, and they are hereby, received and placed on file.

Section 2. That the quote of Tech Electronics of Illinois, LLC be accepted, and a contract awarded accordingly, as Exhibit A, and that said contract between Tech Electronics of Illinois LLC and the City of Decatur is for a total amount of \$79,997.00.

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 Tech Electronics of Illinois LLC, for said plan, in the amount of \$79,997.00.

PRESENTED and ADOPTED this 21st day of February 2023.

Julie Moore-Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Price Valid Thru : 02/28/23

SUBMISSION

Page: 1

Date: 2/14/2023

0132187-01E

The Power of Connection and Protection®

Dan Benscoter
 City of Decatur
 1 Gary K. Anderson Plaza Decatur, IL
 62523

email:
 dbenscoter@decaturil.gov
 Project: City of Decatur
 Security/Access System

Tech Electronics of Illinois, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

The Objective:

Tech will furnish the material and professional labor services as detailed in this Submission to extend the existing City of Decatur's Lenel OnGuard access control system onto 11 doors in the Municipal Service Center.

This proposal includes removing and replacing the keypad locksets with new and installing card readers with pushbutton keypads and electric door strikes on the 11 doors.

This proposal includes removing and replacing the exiting keypads (x4) at the south gate and replacing them with dual card readers with pushbutton keypads. All the existing gate controls will be reused, and the direct burial access control cabling will be replaced.

Tech Electronics ("TE") Proposes to perform the following scope of work:

- Replace (4) existing gate card readers with new card readers with pushbutton keypads.
- Replace all direct burial access control cabling with new cabling and terminate on the new card readers.
- Test and verify full functionality of the gate.

CLARIFICATIONS

If the gate is not functional after the new card readers and access control system are installed, it will be assumed that the gate hardware itself is not functional and a certified gate repair company will be required to service the gate. The proposed scope does not include Tech Electronics hiring a certified gate company to repair any gate hardware nor will Tech Electronics repair any gate hardware.

ITEM # 1 Access Control System

235656

Quantity Description

- 1 SWG-RAM1, OnGuard Area Access Manager software license for any OnGuard servers
 - includes 1 concurrent user license.
- 1 32 Access Readers Upgrade Software for All 32ES Systems, (Max Of 64 Readers)
- 2 Intelligent Dual Reader Controller

Please see last page of this submission for customer acceptance.

- 6 Dual Reader Interface Module
- 2 LifeSafety Power Supply With 1 FPO, 1-B100 2 D-8, 1 C4 And 1 C8
- 6 Battery; 12 Volt, 7 Amp Hour
- 11 Reader, Proximity, w/ Keypad
- 14 Aluminum Industrial Wide Gap Switch Set
- 11 Request to Exit Motion Detector: Black
- 3 Cable, Composite, Card Access

Scope of Work by Tech Electronics:

TOTAL purchase price includes the listed equipment, installation, programming, startup, testing and certification, and end user training. -

ITEM # 2 Gate Readers and Controls

178663

Quantity Description

- 4 Reader, Proximity, w/ Keypad
- 4 Surge Suppression for Card Reader Cable, Terminal Strip, 3 Pair, 15V
- 2 Dual Reader Interface Module

CABLE

- 1 Cable, 18 AWG, 6 Pair Each, Shielded, Direct Burial, 500'

Scope of Work by Tech Electronics:

TOTAL purchase price includes the listed equipment, installation, programming, startup, testing and certification, and end user training. -

TOTAL PURCHASE PRICE FOR ITEMS #1 AND #2 \$79,997.00

Please see last page of this submission for customer acceptance.

Tech Electronics of Illinois, LLC

417 Olympia Dr., Bloomington, IL 61704 . 309-874-2700 . Fax:309-433-9099 . www.techelectronics.com

Clarifications/Scope of Work by Others:**FREIGHT:**

Freight allowances are based on standard surface carriers and standard delivery timelines. If air freight or other special shipping arrangements are required for any reason, they will be furnished as an extra charge to this submission upon written request from the Installing Contractor.

Only the newly furnished Signaling Appliances listed on this Submission by Tech are intended to be synchronized with each other. Synchronization between the newly furnished Signaling Appliances and the existing Signaling Appliances is specifically excluded from this Submission. Acceptance of this Submission constitutes an acknowledgment that Tech has not assumed any responsibility to synchronize the newly furnished Signaling Appliances and the existing Signaling Appliances and that the accepting party takes full responsibility for any additional synchronization if required.

TECH NORMAL WORK HOURS:

NOTE: Unless noted otherwise herein, this Submission is based on all work by Tech being performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed on a time and material basis at Tech's current overtime labor rates as an extra to this Submission.

SINGLE-PHASE COMPLETION:

Please note that any and all of Tech's services that may have been listed on this Submission are based on a SINGLE PHASE COMPLETION of this entire project. If for any reason this project is to be delivered in multiphases, the additional costs incurred by Tech will be invoiced on a time and material basis at Tech's current labor rates as an extra to this Submission.

WORK JURISDICTION:

Acceptance of this Submission constitutes an acknowledgment by the accepting party that if Tech cannot perform any of the labor services listed herein due to union jurisdiction or for any other reason, the accepting party agrees to release Tech from such obligation and the accepting party also agrees to accept a cost deduct as determined by Tech for the portion of the work that Tech cannot perform.

INSTALLED LOCATION OF ELECTRONIC COMPONENTS:

The End User Customer will furnish a safe and environmentally appropriate location for all electronic components as required by Tech and the respective product manufacturer.

WARRANTY:

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech

Please see last page of this submission for customer acceptance.

Tech Electronics of Illinois, LLC

417 Olympia Dr., Bloomington, IL 61704 . 309-874-2700 . Fax:309-433-9099 . www.techelectronics.com



Price Valid Thru : 02/28/23

SUBMISSION

Page: 4

Date: 2/14/2023

0132187-01E

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Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

Please see last page of this submission for customer acceptance.

Tech Electronics of Illinois, LLC

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Price Valid Thru : 02/28/23

SUBMISSION

Page: 5

Date: 2/14/2023

0132187-01E

The Power of Connection and Protection®

This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: 50% Down; Balance Progress Billing

DELIVERY:

F.O.B. Tech Electronics of Illinois, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE:

Tech Electronics of Illinois, LLC

Salesperson:

Authorized Signature

Date

Dylan Leach

Date

Printed Name

Tech Officer's Acceptance

Date

Title

Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.

Attachment A

SUBMISSION TERMS AND CONDITIONS

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Illinois, LLC ("Tech") to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer's signature on the Submission. These Terms and Conditions consist of eight (8) Sections, some of which have multiple subsections, the last of which is Section 8.12. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

1. Services.

1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the "Goods" and the "Services") in connection with the system(s) (as described in the Submission, the "System"). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech's per call rates and terms then in effect. Some examples of causes other than breach of warranty include normal wear and tear; unauthorized attempts by other than Tech

personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer's premises without being asked to do so by Customer.

2. Payment Terms. 2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney's fees, shall be paid by Customer.

2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well.

3. Software Sublicense.

3.1 Right To Distribute and Sublicense, Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third-Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner, or manufacturer, of the Software. Tech shall assign to Customer all its rights and interests in and to any warranty or indemnity offered in connection with the Third-Party Software that are assignable by Tech.

3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third-Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter a separate software support and/or maintenance agreement with the applicable Third-Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third-Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third-Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third-party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

4. Termination

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

5. Warranties, Indemnification, and Restricted Phones Waiver.**5.1 General Warranty.**

The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Mutual Indemnification.

Contractor accepts liability for all damages, including but not limited to, loss of business, physical property damage, bodily injury, etc., resulting from or caused by Contractor, its employees, or agents. Contractor shall indemnify and hold harmless Owner and Manager, its agents and employees to the fullest extent permitted by law, from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from or caused by Contractor, its employees or agents. Owner shall indemnify and hold harmless Contractor, its agents and employees to the fullest extent permitted by law, from and against all claims, damages, losses and expenses caused by Owner, its employees, or agents as it relates to the Work, except to the extent such claims arise out of or result or are caused by Contractor, its employees or agents.

6. Limitation of Liability.

The total liability of Tech hereunder or arising in connection with the provisions of any services, whether base out of negligence, strict liability, contract, tort, warranty, misrepresentation, patent infringement or otherwise, shall not exceed \$1,000,000. The provisions of this section shall apply in the event of loss or damage, irrespective of the origin, resulting directly or indirectly to persons or property from the performance or non-performance of the obligations set forth by the terms of these terms and conditions or from the active or passive negligence of Tech's agents or employees. In no event shall Tech be liable to the Customer for consequential damages such as, but not limited to, loss of damage to other equipment or any plant or facilities, loss of profit, or loss of production, regardless of whether claim for such consequential damages be based on warranty (express or implied), contract, tort, or otherwise. Tech shall not be liable to indemnify Customer against any claims made against Customer for such consequential damages. Customer agrees to defend, indemnify, and hold Tech harmless for all claims (including claims for indemnity) for any such consequential damages brought against Tech.

7. Defaults and Remedies.**7.1 Default.**

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

8. Miscellaneous Provisions.**8.1 Subcontracting: Assignment.**

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third-party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, Tech.

8.2 Subcontracting:

The parties recognize that Tech intends to comply with the applicable labor agreement and any Subcontractors to Tech which perform work covered by Tech's labor agreement will provide its employees' wages and benefits equal to or better than the wages and benefits contained in the applicable Tech labor agreement. The parties agree that this is a material term, and that Tech will rely on the Subcontractor's compliance with this provision.

8.3 Third-Party Beneficiary.

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement. The parties

hereby expressly disclaim any intention to create any third-party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

8.4 Force Majeure.

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

8.5 Entire Agreement.

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations, and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

8.6 Amendments.

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

8.7 Severability.

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all the remaining terms and conditions shall remain in full force and effect.

8.8 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choice or conflict of laws rules.

8.9 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

8.10 Notices.

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

8.11 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

8.12 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 8.9. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

End of Terms and Conditions

Public Works

DATE: 2/10/2023

MEMO: 2023-17

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, Public Works Director
Randy Miller, Water Services Manager

SUBJECT:

Resolution Authorizing A Water Tank Maintenance Cost Extension with Utility Service Company, Inc., for the Division Street Elevated Water Tank

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Resolution authorizing a 6-year cost extension of the Water Tank Maintenance Contract for the Division Street Elevated Water Tank with Utility Service Co., Inc., a subsidiary of Veolia North America, through December 31, 2028. The total fee is \$356,551.23.
2. Resolution authorizing a 6-year cost extension of the Water Tank Maintenance Contract for the Garfield Avenue Elevated Water Tank with Utility Service Co., Inc., a subsidiary of Veolia North America, through December 31, 2028. The total fee is \$501,502.14.

BACKGROUND:

The City owns three elevated steel water tanks: East Garfield Avenue (1,500,000 gallons), West Division Street (1,000,000 gallons), and a composite steel/concrete elevated tank on South Franklin Street Road (1,000,000 gallons). These tanks contain millions of gallons of potable water and are necessary components of the water distribution system for maintaining water pressure, needed water volume during peak water demand and for emergencies such as firefighting water demand.

Garfield and Division Water Tanks

In 2008, the City entered into long term maintenance agreements with USC for the Garfield and Division elevated water tanks. USC is the nationwide leader of water asset maintenance programs, including water tanks. These agreements with water tank maintenance experts have been very beneficial in improving the overall condition of the City's vital water tank assets. Over the past 13 years, the exterior on both tanks have been painted twice and the interior in each tank have been painted once. Both tanks are inspected every year and the interior of the tanks are chemically

cleaned and inspected every 3 years.

Back in 2008, both tanks needed significant maintenance and had not been painted since 1990. Water Management staff contacted Utility Service Co., to submit maintenance contracts for consideration. At the time, Utility Service Co. was the largest water tank service provider in the United States, with approximately 5,000 tanks under contract. City staff contacted several Utility Service Co. customers, all of which reported high satisfaction with their maintenance contracts. The City has greatly benefited by having its elevated water tanks under regular maintenance contracts for all the periodic maintenance and inspection activities that these water tanks require.

Franklin Street Water Tank

In 2021, the City entered into long term maintenance agreement with USC for the Franklin Street Water Tank. The Franklin Street Elevated Water Tank was constructed in 2011 and is the newest water tank asset in the City's water utility. It was constructed to maintain reliable water pressure to the City's water customers south of Lake Decatur and to add more water storage to the City's water system. The area south of the Lake is in a separate pressure zone than the rest of the City. The Franklin Tank is a critical component of the south water pressure zone which includes Mt. Zion customers and the Fuyao Glass Plant on Elwin Road. The Franklin Street Tank has been in service for 12 years and is still in good condition.

Over the last 15 years, it has proven advantageous to have a contract with a dedicated water tank maintenance company that conducts regular inspections by skilled professionals and performs essential maintenance on these vital assets.

Key components and benefits of continuing the proposed multi-year maintenance contracts are:

- Interior and exterior paint warranties during the life of the contract. Standalone contractor paint warranties generally only cover one year and require experienced and costly project oversight.
- Emergency service and graffiti removal during the life of the contract. Without a maintenance contract, the City would have to contract out this work at unknown costs and response times.
- Significant City staff and project management savings. Utility Service provides all engineering and contractor services to maintain the tank during the life of the contract.
- Ensure quality protection of the steel tank from corrosion through regular painting and inspections.
- Ensure the tank and City logo maintain a high quality appearance.
- Ensure the water stored in the tank is of highest possible quality.

The total cost for the 6-year cost extension for both tanks is \$858,053.37 broken down yearly as follows:

YEAR	Division Tank	Garfield Tank	Yearly Totals
2023	\$54,194.17	\$76,226.10	\$132,443.27

2024	\$54,669.60	\$76,894.76	\$133,588.36
2025	\$56,719.71	\$79,778.31	\$138,523.02
2026	\$62,870.04	\$88,428.96	\$153,325.00
2027	\$62,870.04	\$88,428.96	\$153,326.00
2028	\$65,227.67	\$91,745.05	\$159,000.72
Total Contract Amount	\$356,551.23	\$501,502.14	\$858,053.37

LEGAL REVIEW:

Legal approved the original maintenance contracts in 2008.

PRIOR COUNCIL ACTION:

November 3, 2008 - Council approved a maintenance contract with Utility Service Co., Inc. (USC) for the Garfield Avenue Elevated Water Tank at a cost of \$858,490.00

December 15, 2008 - Council approved a maintenance contract with Utility Service Co., Inc. (USC) for the Division Street Elevated Water Tank at a cost of \$665,787.00

June 7, 2021 - Council approved a maintenance contract with Utility Service Co., Inc. (USC) for the Franklin Street Elevated Water Tank at a cost of \$735,699.00

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director, Randy Miller, Water Services Manager. Randy and Matt will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:

The proposed 6-year extensions to the Water Tank Maintenance Contracts for the Division Street and Garfield Avenue elevated water tanks with Utility Service Co., Inc. are for a fee of \$858,053.37. Funding for the 2023 expenditure is budgeted in the FY 2023 Budget and will be planned for future budget years.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Water Tank Maintenance Cost Extension with Utility Service Company, Inc., for the Division Street Elevated Water Tank	Resolution Letter
Original Contract	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A WATER TANK MAINTENANCE COST
EXTENSION WITH UTILITY SERVICE COMPANY, INC., FOR THE DIVISION
STREET ELEVATED WATER TANK**

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

Section 1. That the quote received by Utility Service Company, Inc., a subsidiary of Veolia North America, for a total cost not to exceed \$356,551.23 to extend the current maintenance contract for the Division Street Elevated Water Tank for an additional 6 years, be accepted.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute yearly purchase orders between the City of Decatur, Illinois and Utility Service Company, Inc., not to exceed the quoted 6-year total cost of \$356,551.23.

PRESENTED and ADOPTED this 21st day of February 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Utility Service Co., Inc.

Water Tank Maintenance Contract



Owner: City of Decatur
Decatur, Illinois

Tank Size/Name: 1,000,000 Elevated – Division Street Tank

Location: Division Street

Date Prepared: December 2, 2008



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utilitiyservice.com

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between **City of Decatur** whose business address is **1 Gary K Anderson Plaza, Decatur, Illinois 62523** (hereinafter, the "Owner") and Utility Service Co., Inc., whose business address is Post Office Box 1350, 535 Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter, the "Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **1,000,000** gallon water storage Tank located at **Division Street, Decatur, Illinois 62526** (hereinafter, the "Tank").

Article 1. Company's Responsibilities. The Company hereby agrees to perform the following services for the care and maintenance of the subject Tank:

A. Tank Maintenance Service.

1. The Company will annually inspect and service the Tank. The Tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
2. Triennially, beginning with the first washout-inspection in 2011, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to the Owner within fifteen (15) business days after each inspection. The company will provide at least thirty (30) days prior written notice to the Owner prior to each inspection.
3. The Company shall furnish engineering and inspection services needed to maintain and repair the Tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
4. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. Interior repainting will not exceed a 12 year interval and exterior repainting will not exceed a 10 year interval. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water Tanks will be followed. Only material approved for use in potable water Tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. Owner reserves the right to obtain a third party expert opinion of the interior and exterior coating condition at any time. At the time the exterior requires repainting, the Company agrees to paint the Tank with the current color paint and logo and to select a coating system which best suits the site conditions, environment, and general location of the Tank.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of **Illinois Environmental Protection Agency**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

5. A lock will be installed on the roof hatch of the Tank. The company and the Owner will retain a key to the lock, and the Company agrees that it shall not release its key to any third party.

6. The Company will provide emergency services and graffiti removal, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank site.

7. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced.

B. Chemical Clean Service.

1. Triennially, during washout-inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

2. The Company will fresh water rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage in accordance with all applicable environmental rules, regulations and laws of the local, state or federal governments.

3. Thereafter, the Company will complete the washout-inspection as outlined in Article 1.A.2.

Article 2. Definition of Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

Article 3. Contract Price/Annual Fees. The Tank shall receive an **interior and exterior renovation and repairs by the Company as detailed in Schedule A prior to the end of Contract Year 1.** The first **five (5)** annual fees shall be **\$110,007.00** per Contract Year. The annual fee for Contract **Year 6** and each subsequent annual fee shall be **\$38,584.00** per Contract Year; however, in Contract **Year 9** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. The Company acknowledges that the Owner is a tax exempt entity.

Article 4. Payment Terms. The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable upon **completion of the interior renovation or exterior renovation, whichever occurs first.** **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year; however, beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, the unpaid balance of the first **five (5)** annual fees shall be due and payable within thirty (30) days of the termination, provided the company has completed all Schedule A work.

Article 5. Structure of Tank. The Company is accepting this Tank under program based upon its existing structure and components; however, the Owner hereby agrees that the Company's obligation to perform its responsibilities as outlined in Article 1A is based upon two things: (1) The Company's rehabilitation of the tank to a "baseline" condition, via performance of the repairs and modifications listed in Schedule A prior to the end of Contract Year 1, and (2) the Owner's payment for these repairs as outlined in Article 4 hereinbefore. *Any modifications to the Tank, including, but not limited to antenna installations, shall be approved by Utility Service Co., Inc., prior to installation or modification and may warrant an increase in the annual fee. The Company recognizes that antenna installations have been placed on the Tank prior to the implementation of this Contract..*

Article 6. Environmental, Health, Safety, or Labor Requirements.

A. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Tank site which cause an increase in the cost of Tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

B. Prevailing Wages. The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. Monthly certified payrolls will be submitted by the Company and the Company's subcontractors, if any, to the Owner whenever work is performed on the Tank that is subject to prevailing wage requirements. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

C. Company Responsibility. The Company and the Company's subcontractors, if any, will perform all work in accordance with all applicable rules, regulations and laws of the local, state or federal governments.

Article 7. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the Tank for future services performed after the initial renovation in Contract Year 1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the Tank; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of graffiti vandalism are not excluded. When containment services are required for future rehabilitation under this Contract, the Company will provide the Owner with an option to purchase the required containment services at an additional cost.

Article 8. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing Owner makes payment of each annual fee in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attn: Customer Service, P.O. Box 1350, Perry, Georgia 31069, and signed by either the Owner's Mayor or City Manager. Any termination is subject to the terms of Article 4 hereinbefore.

Article 9. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

Article 10. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

Article 11. Insurance. The Company will provide the Owner with a current Certificate of Insurance evidencing its insurance coverage throughout the term of this Contract. The Company will add the Owner as an Additional Insured to the Certificate of Insurance. The Company's insurance coverage will be not less than:

- a) General Liability - \$1,000,000 each occurrence
- b) General Aggregate - \$2,000,000
- c) Automotive Liability - \$1,000,000 combined single limit each accident
- d) Excess/Umbrella Liability - \$10,000,000 each occurrence and aggregate
- e) Workers Compensation – statutory limits
- f) Employers Liability - \$1,000,000 each accident and each employee disease
- g) Pollution Liability - \$10,000,000
- h) Professional Liability - \$2,000,000

Article 12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

Article 13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

Article 14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Article 15. Governing Law. The parties agree that this contract shall be governed by the laws of the State of Illinois.

This Contract signed this 15th day of December, 2008.

OWNER:

City of Decatur

By: Michael T. Carrigan

Title: Mayor

Print Name: Michael T. Carrigan

ATTEST
~~Witness~~

Cheryl Harris
City Clerk

Seal:

COMPANY:

Utility Service Co., Inc.

By: Andrew T. Smith

Title: Director of Pricing

Print Name: Andrew T. Smith

Witness Regina J. Authen

Seal:

**Schedule A
Renovation Specifications**

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Apply logos
7. Paint all Concrete Foundations

Interior

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series 20 Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series 20 Epoxy or equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - e. Caulk Seams: All roof seams shall be sealed and caulked.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

Repairs

1. Install new 30" roof hatch
2. Install a 30" bolted manway on riser
3. Install new sidewall ladder with platform and platform handrails.
4. Remove existing curved radial ladder
5. Install new roof railing to center vent
6. Install new Interior Ladder
7. Install screened flapper gate on overflow pipe
8. Repair welds on overflow pipe and support tabs
9. Repair minor areas of pitting on interior floor
10. Remove small mast on roof.
11. Install mid rail on balcony handrail
12. Caulk and Seal Concrete Foundations
13. Pit Piping:
 - a. All pit piping shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6.
 - b. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
 - c. Two (2) full coats of a Tnemec Series or equivalent epoxy coating shall be applied to 100% of exterior surfaces of the pit piping.

The pit piping and paint work are not included in the maintenance program warranty.
(This is a one time negotiated sale performed at the time of the upfront renovation of the tank and included in the price of the upfront renovation.)

Public Works

DATE: 2/10/2023

MEMO: 2023-17

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, Public Works Director
Randy Miller, Water Services Manager

SUBJECT: Resolution Authorizing A Water Tank Maintenance Cost Extension with Utility Service Company, Inc., for the Garfield Avenue Elevated Water Tank

ATTACHMENTS:

Description	Type
Resolution Authorizing a Water Tank Maintenance Cost Extension with Utility Service Company, Inc., for the Garfield Avenue Elevated Water Tank	Resolution Letter
Original Contract	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A WATER TANK MAINTENANCE COST
EXTENSION WITH UTILITY SERVICE COMPANY, INC., FOR THE GARFIELD
AVENUE ELEVATED WATER TANK**

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

Section 1. That the quote received by Utility Service Company, Inc., a subsidiary of Veolia North America, for a total cost not to exceed \$356,551.23 to extend the current maintenance contract for the Garfield Avenue Elevated Water Tank for an additional 6 years, be accepted.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute yearly purchase orders between the City of Decatur, Illinois and Utility Service Company, Inc., not to exceed the quoted 6-year total cost of \$501,502.14.

PRESENTED and ADOPTED this 21st day of February 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Utility Service Co., Inc.

Water Tank Maintenance Contract



Owner: City of Decatur
Decatur, Illinois

Tank Size/Name: 1,500,000 Elevated – Garfield Tank

Location: Garfield Avenue

Date Prepared: October 27, 2008



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.ultitiyservice.com

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between **City of Decatur** whose business address is **1 Gary K Anderson Plaza, Decatur, Illinois 62523** (hereinafter, the "Owner") and Utility Service Co., Inc., whose business address is Post Office Box 1350, 535 Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter, the "Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **1,500,000** gallon water storage Tank located at **Garfield Avenue, Decatur, Illinois 62526** (hereinafter, the "Tank").

Article 1. Company's Responsibilities. The Company hereby agrees to perform the following services for the care and maintenance of the subject Tank:

A. Tank Maintenance Service.

1. The Company will annually inspect and service the Tank. The Tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
2. Triennially, beginning with the first washout-inspection, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to the Owner within fifteen (15) business days after each inspection. The company will provide at least thirty (30) days prior written notice to the Owner prior to each inspection.
3. The Company shall furnish engineering and inspection services needed to maintain and repair the Tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
4. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water Tanks will be followed. Only material approved for use in potable water Tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. Owner reserves the right to obtain a third party expert opinion of the interior and exterior coating condition at any time. At the time the exterior requires repainting, the Company agrees to paint the Tank with the current color paint and logo and to select a coating system which best suits the site conditions, environment, and general location of the Tank.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of **Illinois Environmental Protection Agency**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

5. A lock will be installed on the roof hatch of the Tank. The company and the Owner will retain a key to the lock, and the Company agrees that it shall not release its key to any third party.

6. The Company will provide emergency services and graffiti removal, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank site.

7. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced.

B. Chemical Clean Service.

1. Triennially, during washout-inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

2. The Company will fresh water rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage in accordance with all applicable environmental rules, regulations and laws of the local, state or federal governments.

3. Thereafter, the Company will complete the washout-inspection as outlined in Article 1.A.2.

Article 2. Definition of Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

Article 3. Contract Price/Annual Fees. The Tank shall receive an **interior and exterior renovation and repairs by the Company as detailed in Schedule A prior to the end of Contract Year 1.** The first **five (5)** annual fees shall be **\$139,136.00** per Contract Year. The annual fee for **Contract Year 6** and each subsequent annual fee shall be **\$54,270.00** per Contract Year; however, in **Contract Year 9** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. The Company acknowledges that the Owner is a tax exempt entity.

Article 4. Payment Terms. The annual fee for **Contract Year 1**, plus all applicable taxes, shall be due and payable upon **completion of the interior renovation or exterior renovation, whichever occurs first.** **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year; however, beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, the unpaid balance of the first **five (5)** annual fees shall be due and payable within thirty (30) days of the termination, provided the company has completed all Schedule A work.

Article 5. Structure of Tank. The Company is accepting this Tank under program based upon its existing structure and components; however, the Owner hereby agrees that the Company's obligation to perform its responsibilities as outlined in Article 1A is based upon two things: (1) The Company's rehabilitation of the tank to a "baseline" condition, via performance of the repairs and modifications listed in Schedule A prior to the end of Contract Year 1, and (2) the Owner's payment for these repairs as outlined in Article 4 hereinbefore. *Any modifications to the Tank, including, but not limited to antenna installations, shall be approved by Utility Service Co., Inc., prior to installation or modification and may warrant an increase in the annual fee. The Company recognizes that antenna installations have been placed on the Tank prior to the implementation of this Contract..*

Article 6. Environmental, Health, Safety, or Labor Requirements.

A. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Tank site which cause an increase in the cost of Tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

B. Prevailing Wages. The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. Monthly certified payrolls will be submitted by the Company and the Company's subcontractors, if any, to the Owner whenever work is performed on the Tank that is subject to prevailing wage requirements. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

C. Company Responsibility. The Company and the Company's subcontractors, if any, will perform all work in accordance with all applicable rules, regulations and laws of the local, state or federal governments.

Article 7. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the Tank for future services performed after the initial renovation in Contract Year 1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the Tank; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of graffiti vandalism are not excluded. When containment services are required for future rehabilitation under this Contract, the Company will provide the Owner with an option to purchase the required containment services at an additional cost.

Article 8. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing Owner makes payment of each annual fee in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attn: Customer Service, P.O. Box 1350, Perry, Georgia 31069, and signed by either the Owner's Mayor or City Manager. Any termination is subject to the terms of Article 4 hereinbefore.

Article 9. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

Article 10. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

Article 11. Insurance. The Company will provide the Owner with a current Certificate of Insurance evidencing its insurance coverage throughout the term of this Contract. The Company will add the Owner as an Additional Insured to the Certificate of Insurance. The Company's insurance coverage will be not less than:

- a) General Liability - \$1,000,000 each occurrence
- b) General Aggregate - \$2,000,000
- c) Automotive Liability - \$1,000,000 combined single limit each accident
- d) Excess/Umbrella Liability - \$10,000,000 each occurrence and aggregate
- e) Workers Compensation – statutory limits
- f) Employers Liability - \$1,000,000 each accident and each employee disease
- g) Pollution Liability - \$10,000,000
- h) Professional Liability - \$2,000,000

Article 12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

Article 13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

Article 14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Article 15. Governing Law. The parties agree that this contract shall be governed by the laws of the State of Illinois.

This Contract signed this 3rd day of November, 2008.

OWNER:

City of Decatur

By: Michael T. Carrigan

Title: Mayor

Print Name: Michael T. Carrigan

ATTEST: Celeste J. Harris

~~Witness~~

City Clerk

Seal:

COMPANY:

Utility Service Co., Inc.

By: Andrew T. Smith

Title: Director of Pricing

Print Name: Andrew T. Smith

Witness Regina J. Arthur

Seal:

**Schedule A
Renovation Specifications**

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Apply logos.

Interior

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series 20 Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - Finish Coat: One [1] complete finish coat of Tnemec Series 20 Epoxy or equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - b. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - c. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
 - d. Caulk Seams: All roof seams shall be sealed and caulked.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

Repairs

- | | |
|--|--|
| 1. Install access ladder safety climb | 14. Fill pitting on wet interior steel |
| 2. Install overflow screen | 15. Install roof railing |
| 3. Install interior ladder | |
| 4. Install bolted riser manway | |
| 5. Install overflow flapper | |
| 6. Install round roof hatch | |
| 7. Install grease seals on anchor chairs | |
| 8. Replace cover on electrical box near ladder | |
| 9. SSPC #2/3, apply 2 coats to all pit piping. | |
| 10. Replace sidewall ladder with vertical ladder, platform with handrails, and safety climb. | |
| 11. Repair Overflow Support tabs | |
| 12. Install a screen on the floor drain | |
| 13. Install hatch style cover over balcony opening | |

Public Works

DATE: 2/13/2023

MEMO: 2023-19

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, Public Works Director
Randy Miller, Water Services Manager

SUBJECT:

Resolution Authorizing a Renewal Agreement with Itron Analytics Cloud Hosting Services

SUMMARY RECOMMENDATION:

Staff recommends approving the attached resolution authorizing Itron Inc. to provide Analytics Cloud Hosting Services for year 2023 at a cost of \$26,292.02.

BACKGROUND:

In 2013 the City entered into an agreement with Johnson Controls, Inc, to provide an Advanced Water Metering Infrastructure consisting of electronic hardware and software installed at numerous locations throughout the City. The City then approved an Advanced Water Metering Infrastructure Maintenance Agreement with Itron, Inc., in May of 2015. The infrastructure automatically collects data from all of the City's water meters. In 2015 City staff began using the Itron Analytics software that translates the data so City staff can provide various customer service and auditing functions.

The City also uses Itron's cloud services to host the City's long term water utility data storage. Utility Customer Service and Water Services staff utilize the software on a daily basis to identify unusually low and high use by water customers and detect illegal water usage. This is a yearly service fee paid by the City for use of the software and cloud storage.

LEGAL REVIEW: The Legal Department approved the original agreement.

PRIOR COUNCIL ACTION:

1. May 18, 2015- Resolution No. 2015-59 City Council approved Maintenance Agreement with Itron Inc., for the amount of \$5,425.75.
2. February 4th, 2019- Resolution No. R2019-23 City Council approved 3-year agreement for Itron Analytics Hosting Services in the amount of \$64,452.64.

POTENTIAL OBJECTIONS: None foreseen

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

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2023 Budget.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Renewal Agreement with Itron Analytics Cloud Hosting Services	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A RENEWAL AGREEMENT WITH ITRON
ANALYTICS CLOUD HOSTING SERVICES**

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

Section 1. That the one-year services quote of \$26,292.02 to provide Analytics Cloud Hosting Services for the City of Decatur presented herewith as Exhibit A and made a part hereof be, and it is hereby, received and placed on file.

Section 2. That the expenditure is in the best interest of the City.

Section 3. That the Purchasing Supervisor be, and she is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Itron Inc., to provide Analytics Hosting Services, for said quote, in the amount of \$26,292.02.

PRESENTED and ADOPTED this 21st day of February 2023.

Julie Moore-Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Date Printed: 10-NOV-2022

Service Pricing

Page: 1 of 1

Customer Name: City of Decatur, IL
Customer Number: 46815
Bill To Contact: Randy Miller
Customer Address: #1 Gary K Anderson Plaza
Decatur,IL 62523-1005

Contract Number: SC00007836
Description: City of Decatur, IL - IA Cloud Services

Contract Duration: 01-MAR-2023 - 29-FEB-2024

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
ANALYTICS HOSTING SERVICES		01-MAR-2023	29-FEB-2024	1	26,292.02
			Subtotal :	1	26,292.02
			Subtotal :	1	26,292.02
			Contract Grand Total:	1	26,292.02

Public Works

DATE: 2/14/2023

MEMO: 2023-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:

Resolution Authorizing an Agreement with the State of Illinois for Improvements to IL 121 (Mt Zion Road) from its Intersection with US 36 to the edge of City Limits

City Project 2022-15

Section No. 22-00215-00-TL

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items related to the improvements of IL 121 (Mt. Zion Road) from its intersection with US 36 to the edge of City Limits.

1. Resolution authorizing an agreement with the State of Illinois for the improvement of IL 121 including pavement, traffic signals, sidewalks and curb and gutter. The Agreement is for \$119,060 with a provision to provide any additional funds to cover the actual costs. This Resolution is Exhibit A in the City-State Agreement.
2. Resolution appropriating \$119,060 in State Motor Fuel Tax (MFT) Funds to pay for the City's portion of the improvements as outlined in the City-State Agreement.

BACKGROUND:

State funding has been allocated for the improvements of IL 121 (Mt. Zion Rd.) from its intersection of US 36 and Airport Rd. through the Village of Mt. Zion. The work is to include milling off the existing pavement and overlaying the road with new asphalt and improving the traffic signals along the route. The State will be using federal safety funds to cover 90% of traffic signal cost. The remaining 10% is split between the State and the City as per the traffic signal master agreement. The State is also covering 80% of the cost to mill and overlay all City maintained approaches and turn lanes.

The Agreement includes the traffic signal replacements at US 36, Airport Rd, and IL 121; Maryland St. and IL 121; Aldi Dr. and IL 121; Southgate Dr. and IL 121; and Lost Bridge Rd and

IL 121. Lost Bridge Rd is owned by Macon County but is maintained by the City, the \$5,175 cost for the replacement will be reimbursed by County per the City/County Traffic Signal Maintenance Agreement.

The project also includes median widening on Airport Rd at the Decatur and Eastern Illinois Railroad. The Illinois Commerce Commission (ICC) is working with the Decatur and Eastern Illinois Railroad for the installation of gates at this crossing. The current median is not wide enough to handle the crossing arm and counterweight. The work will be 100% reimbursable through the Grade Crossing Protection Fund and an ICC order is expected soon. The ICC requires that the order and reimbursement be to the owner of the road jurisdiction. The cost of work is estimated at \$25,000 and will be fully reimbursed.

The total project cost is estimated at \$9,200,000.

City-State Agreement

The City - State Agreement includes the following items:

1. Clauses 3 and 4 state that the City will pass a resolution appropriating sufficient funds for the project. The estimated cost is identified as \$107,600 with a provision to provide the additional funds necessary to cover the actual costs. IDOT policy limits costs relating to traffic signals not to exceed 125% of the estimated cost, but that policy does not apply to the remaining portions of the project. The City proposes to use \$119,060 in State Motor Fuel Tax funds to pay for its share of the traffic signal improvements, paving and curb modifications. This cost includes the 125% max traffic signal costs.
2. Clause 5 relates to the City's requirement for no parking on IL 121. City Code Chapter 34, Section 32 covers the requirements in this section.
3. Clause 6 relates to the storm water ordinance put in place by the City to prohibit the discharge of sanitary waste in the storm sewer system.
4. Clause 7 relates to regulating encroachments on the public right-of-way
5. Clause 9 through Clause 11 relates to utilities in the right-of-way and utility relocation requirements. There are no utility relocations expected on this project.
6. Clause 12 Clause 15 outline the maintenance responsibilities of the City and the State for the roadway and other items within the right of way, including storm sewers, sidewalks and traffic signals. This language is similar to previous City-State agreements entered into for IL 121.

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

SCHEDULE: It is anticipated that work will begin early summer with final completion in 2024.

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

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Operating Funds: Funding for the proposed project will be \$119,060 from State MFT funds. It is anticipated that \$25,000 will be reimbursed by the Grade Crossing Protection Fund.

The project also includes \$5,175 for replacement of the traffic signals at the Macon County owned Lost Bridge intersection. The cost of this work will be reimbursed by the County per the traffic signal maintenance agreement.

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

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with the State of Illinois for Improvements to IL 121 (Mt.Zion Road) from its Intersection with US 36 to the Edge of City Limits, City Project 2022-15, Section No. 22-00215-00-TL	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO IL 121 (MT ZION ROAD) FROM ITS INTERSECTION WITH
US 36 TO THE EDGE OF CITY LIMITS
CITY PROJECT 2022-15
SECTION NO. 22-00215-00-TL**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 320 (IL 121, known as State Section 101RS-2 from the south Village Limits of Mt. Zion north to the U.S. 36 in Decatur and,

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

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the Improvements of FAP 320 (IL 121) is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$107,600.

Section 3. That the CITY OF DECATUR has hereby appropriated the sum of One Hundred and Nineteen Thousand, Sixty Dollars (\$119,060) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT.

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

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

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

PRESENTED and ADOPTED this 21st day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Kim L. Althoff, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on February 21, 2023

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

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

Date

Exhibit 1

FAP 320 (IL 121)
Section: 101RS-2
CITY Section: 22-00215-00-TL
Macon County
Job No.: C-97-004-16
Agreement No.: JN 722 003
Contract No.: 74739

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2023, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 21,722 feet (4.1 miles) of FAP 320 (IL 121), State Section 101RS-2, CITY Section 22-00215-00-TL from the south Village limits of Mt. Zion north to its intersection with U.S. 36 in Decatur, by milling and resurfacing, patching, repairing curb, gutter and medians, constructing Americans with Disabilities Act (ADA) compliant curb ramps, modernizing or replacing existing traffic signal systems and by performing all other work necessary to complete the section in accordance with the approved plans and specifications; and

WHEREAS, the improvements to FAP 320 (IL 121) shall consist of:

1. 2,850 FEET SOUTHEAST OF MAIN STREET IN MT. ZION TO 450 FEET SOUTH OF LOST BRIDGE ROAD: This portion of the project is not within the CITY limits of DECATUR and are not discussed in this agreement.
2. 450 FEET SOUTH OF LOST BRIDGE ROAD TO EVERGREEN COURT: Mill and resurface the existing 62-foot edge-to-edge pavement width, providing for two 12-foot wide through traffic lanes in each direction and a 14-foot wide two-way left-turn lane and retaining the existing combination concrete curb and gutter; mill and resurface the existing 12-foot and variable width northbound right turn lane between Fitzgerald Road and Southgate Drive; improve existing traffic signals and attached highway lighting at the intersections of FAP 320 (IL 121) with Lost Bridge Road and Southgate Drive.

3. EVERGREEN COURT TO U.S. 36 (FAP 323): Mill and resurface the existing variable edge-to-edge pavement width, providing for two 12-foot wide through traffic lanes in each direction, 14-foot wide and variable left turn lanes and retaining the variable width concrete medians (where present) and concrete curb and gutter; mill and resurface the existing 12-foot and variable right turn lanes; improve existing traffic signals and improve curb ramps to comply with the Americans with Disabilities Act (ADA) (where applicable) at the intersections of FAP 320 (IL 121) with Aldi Drive, Prosperity Drive and Maryland Street.
4. INTERSECTION OF IL 121 (FAP 320) WITH U.S. 36 (FAP 323) AND AIRPORT ROAD: Mill and resurface the existing variable width pavement, retaining existing concrete curbs, concrete islands and variable width grassed medians as well as variable width hot-mix asphalt and aggregate shoulders; provide two 12-foot wide through traffic lanes in each direction of U.S. 36; provide a 12-foot wide left turn lane from eastbound U.S. 36 onto Airport Road; provide two 12-foot wide right turn lanes from eastbound U.S. 36 onto Mount Zion Road (IL 121); provide a 12-foot wide left turn lane from westbound U.S. 36 onto Mount Zion Road (IL 121); improve existing traffic signals at the intersections of FAP 320 (IL 121) with U.S. 36 and Airport Road.
5. AIRPORT ROAD RAILROAD GRADE CROSSING IMPROVEMENTS: In coordination with the City of Decatur and Decatur and Eastern Illinois Railroad as part of an upcoming Grade Crossing Protection Fund (GCPF) project immediately north of U.S. 36 (AAR/DOT No. 154 635E), widen the existing concrete median and retain the existing at-grade railroad crossing surface; mill and resurface the existing variable width hot-mix asphalt pavement, retaining two 11-foot wide southbound traffic lanes, an 11-foot wide and variable left-turn lane and providing for an 18-foot and variable northbound traffic lane.

and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

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

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

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

The STATE will negotiate and/or coordinate with the Railroad for the adjustment of their railroad facilities at Airport Road, subject to reimbursement by the CITY as hereinafter stipulated.

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

Type of Work	FEDERAL		STATE		CITY		Total
	Cost	%	Cost	%	Cost	%	
All construction costs excluding the following:	\$5,720,000	80	\$1,430,000	20	\$ 0	NA	\$7,150,000
Traffic Signals at Lost Bridge Road	\$108,000	90	\$8,400	7	\$3,600	3	\$120,000
Traffic Signals at Southgate Drive	\$108,000	90	\$ 0	0	\$12,000	10	\$120,000
Traffic Signals at Aldi Drive	\$108,000	90	\$ 0	0	\$12,000	10	\$120,000
Traffic Signals at Maryland Street	\$108,000	90	\$ 0	0	\$12,000	10	\$120,000
Traffic Signals at U.S. 36	\$180,000	90	\$20,000	10	\$ 0	0	\$200,000
Turn Lanes and Side Street Approaches at Southgate Drive, Aldi Drive, Prosperity Plaza and Maryland Street	\$44,000	80	\$ 0	0	\$11,000	20	\$55,000
Airport Road Approach Resurfacing	\$72,000	80	\$ 0	0	\$18,000	20	\$90,000
Airport Road Median Widening (Railroad Crossing Improvements)*	\$ 0	0	\$ 0	0	\$25,000	100	\$25,000
<i>Subtotal</i>	<i>\$6,448,000</i>		<i>\$1,458,400</i>		<i>\$93,600</i>		<i>\$8,000,000</i>
P&C Engineering (15%)	\$967,200		\$218,800		\$14,000		\$1,200,000
Total	\$7,415,200		\$1,677,200		\$107,600		\$9,200,000

*Reimbursable through Grade Crossing Protection Funding (GCPF)

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering. Participation toward traffic signals shown above shall not exceed \$57,000 which represents 125% of their estimated construction and engineering cost.

4. The CITY shall pass a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which shall be attached hereto as “Exhibit A” and made a part hereof.

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

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in “Exhibit A” proves to be insufficient, to cover said cost.

5. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as “Exhibit B”, and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as “Exhibit C”.
7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue

to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Route without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
12. Upon final field inspection of the improvement and so long as FAP 320 (IL 121) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, medians and median islands and curb and gutter adjacent to said lanes unless otherwise described herein.
13. Upon final field inspection of the improvement, the CITY agrees to continue maintenance or cause maintenance to continue on those portions of the improvement which are not maintained by the STATE, including turn lanes and their adjacent curb and gutter, side street approaches, sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore. The CITY shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a

serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 320 (IL 121). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on July 1, 2021.
15. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The STATE and CITY agree to pay their proportionate share of this cost as billed by the local power company.
16. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
17. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
18. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

FAP 320 (IL 121)
Section: 101RS-2
CITY Section: 22-00215-00-TL
Macon County
Job No.: C-97-004-16
Agreement No.: JN 722 003
Contract No.: 74739

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

CITY of DECATUR

Attest:

Clerk

(SEAL)

By: _____
Honorable Julie Moore-Wolfe
Mayor, City of Decatur

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO IL 121 (MT ZION ROAD) FROM ITS INTERSECTION WITH
US 36 TO THE EDGE OF CITY LIMITS
CITY PROJECT 2022-15
SECTION NO. 22-00215-00-TL**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 320 (IL 121, known as State Section 101RS-2 from the south Village Limits of Mt. Zion north to the U.S. 36 in Decatur and,

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

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the Improvements of FAP 320 (IL 121) is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$107,600.

Section 3. That the CITY OF DECATUR has hereby appropriated the sum of One Hundred and Nineteen Thousand, Sixty Dollars (\$119,060) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT.

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

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

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

PRESENTED and ADOPTED this 21st day of February, 2023.

ATTEST: (SEAL)

JULIE MOORE WOLFE, MAYOR

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Kim L. Althoff, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on February 21, 2023

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

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

Date

FAP 320 (IL 121)
Section: 101RS-2
CITY Section: 22-00215-00-TL
Macon County
Job No.: C-97-004-16
Agreement No.: JN 722 003
Contract No.: 74739

EXHIBIT B

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

The CITY has adopted and shall continue to enforce Chapter 34, Section 32 of the Decatur Code of Ordinances. This portion of the Code restricts parking on IL 121 in a manner meeting the requirements of the Department.

EXHIBIT C

AN ORDINANCE IN PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO THE STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH THE IMPROVEMENT OF FAP 320 (IL 121) IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

The CITY has adopted and shall continue to enforce Chapter 38, Sections 23 and 24 of the City Code of Decatur. Among other regulations, these sections prohibit the unsanitary deposit of wastes and requires connection of toilet facilities to sanitary sewer systems in a manner meeting the requirements of the Department.

An excerpt describing sanitary waste disposal has been included for reference as follows:

23. ILLICIT DISCHARGES. For all water generated on developed or undeveloped land entering the municipality's separate storm sewer system, no person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non- stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

A. Uncontaminated discharges from the following sources:

- (1) Water line and fire hydrant flushing or other potable water sources;
- (2) Landscape irrigation water or lawn watering with potable water;
- (3) Rising ground water;
- (4) Ground water infiltration;
- (5) Pumped groundwater;
- (6) Discharges from potable water sources;
- (7) Foundation drains;
- (8) Air conditioning condensate;

- (9) Irrigation water, (except for wastewater irrigation);
- (10) Springs;
- (11) Water from crawl space pumps;
- (12) Footing drains;
- (13) Storm sewer cleaning water;
- (14) Water from individual residential car washing;
- (15) Routine external building washdown which does not use detergents;
- (16) Flows from riparian habitats and wetlands;
- (17) Dechlorinated pH neutral swimming pool discharges;
- (18) Residual street wash water;
- (19) Discharges or flows from fire fighting activities;
- (20) Dechlorinated water reservoir discharges;
- (21) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed),
and;
- (22) Any other uncontaminated water source.

- B. Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.
- C. Dye testing is an allowable discharge if the City Engineer has so specified in writing.

24. PROHIBITION OF ILLICIT CONNECTIONS. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

The complete Chapter 38 (STORMWATER ORDINANCE) can be found on line at <https://www.decatulil.gov/wp-content/uploads/2015/10/code38.pdf>

FAP 320 (IL 121)
Section: 101RS-2
CITY Section: 22-00215-00-TL
Macon County
Job No.: C-97-004-16
Agreement No.: JN 722 003
Contract No.: 74739

EXHIBIT D

**AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN THE
CITY OF DECATUR, MACON COUNTY, ILLINOIS**

The CITY has adopted and shall continue to enforce Chapter 34, Section 16 of the Decatur City Code of Ordinances. This ordinance prohibits unpermitted encroachment upon IL 121 in a manner meeting the requirements of the Department.

FAP 320 (IL 121)
Section: 101RS-2
CITY Section: 22-00215-00-TL
Macon County
Job No.: C-97-004-16
Agreement No.: JN 722 003
Contract No.: 74739

EXHIBIT E
FINAL PLAN APPROVAL

WHEREAS the CITY OF DECATUR and the STATE OF ILLINOIS, acting through its DEPARTMENT OF TRANSPORTATION, will enter into a maintenance agreement for the improvement FAP 320 (IL 121), State Section 101RS-2 from the south Village limits of Mt. Zion north to its intersection with U.S. 36 in Decatur; and

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

FINAL PLANS APPROVED this _____ day of _____, 2023

For: CITY OF DECATUR

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

Date: _____

Public Works

DATE: 2/14/2023

MEMO: 2023-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:

Resolution To Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvements to IL 121 (Mt Zion Road) From its Intersection with US 36 to the Edge of City Limits by Municipality Under the Illinois Highway Code

City Project 2022-15

Section No. 22-00215-00-TL

SUMMARY RECOMMENDATION: See Original Memo

ATTACHMENTS:

Description	Type
Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvements to IL 121 (Mt.Zion Road) from its Intersection with US 36 to the Edge of City Limits by Municipality Under Illinois Highway Code, City Project 2022-15,	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE STATE MOTOR FUEL TAX FUNDS TO PAY THE
CITY'S PORTION FOR THE IMPROVEMENTS TO IL 121 (MT ZION ROAD) FROM ITS
INTERSECTION WITH US 36 TO THE EDGE OF CITY LIMITS BY MUNICIPALITY
UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2022-15
SECTION NO. 22-00215-00-TL**

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

Section 1. That there is hereby appropriated the sum of \$119,060 of State Motor Fuel Tax funds for the purpose of rehabilitation of streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the improvements to IL 121 (Mt Zion Rd) are eligible for State Motor Fuel Tax funds and shall be designated as Section 22-00215-00-TL.

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

Section 4. That the Clerk shall immediately transmit four certified copies of original BLR 09110 forms, attached hereto as Exhibit 1 and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 21st day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
of Decatur, County of Macon
(City, Town or Village)
hereby certify the attached Resolution No. _____ to be a true, perfect and complete copy of a resolution adopted by
the City Council at a meeting on February 21, 2023
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of February, 2023.

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

Approved _____ Regional Engineer Department of Transportation _____ Date
--



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

22-00215-00-TL

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
FAP 320 (IL 121)	4.1		S. Village limits of Mt Zion	US 36

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Milling and resurfacing, patching, repairing curb, gutter and medians, constructing ADA compliant curb ramps, and replacing exiting traffic signals.

2. That there is hereby appropriated the sum of one hundred and nineteen thousand, sixty dollars and 00/100-----Dollars (\$119,060.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim Althoff

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on February 21, 2023

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21 day of February, 2023

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

ApprovedRegional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District

SUBJECT: Resolution Approving Sub-Recipient Agreement with Dove Inc. for Rent, Mortgage and Utility Assistance Utilizing CDBG-CV Funds

ATTACHMENTS:

Description	Type
Memo-Dove Inc-CDBG-CV Funds	Cover Memo
Resolution-CDBG-CV Funds	Resolution Letter
Agreement-Dove Inc.-CDBG-CV	Backup Material

COMMUNITY DEVELOPMENT MEMORANDUM

February 21, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Cordaryl M. Patrick, Director of Economic and Community Development
Scot Wrighton, City Manager
Richelle Dunbar, Asst. Director Economic and Community Development

SUBJECT: Resolution Approving Sub-recipient Agreement with Dove, Inc. for Rent, Mortgage and Utility Assistance Utilizing CDBG-CV Funds

RECOMMENDATION: Staff recommends entering into a sub-recipient agreement with Dove, Inc., to administer the City's rent, mortgage and utility assistance program to Decatur residents in the amount not to exceed \$250,000.

BACKGROUND: Since the start of the pandemic, the city's Economic and Community Development Department has been one of the recipient and administrator of relief funds that have come directly from the Federal government and State government. As such, the City has received Community Development Block Grant Coronavirus (CDBG-CV) funds from the U. S. Department of Housing and Urban Development, to be utilized to prevent, prepare for, or respond to the coronavirus. These funds must be expended by September 2023, so staff is recommending a portion of the funds goes to Dove Inc., to be utilized for rent, mortgage and utility assistance. As Council may know, the City had an agreement with Dove Inc. during the height of the pandemic to provide these services and it was successful. According to Dove, due to the spike in coronavirus related activities, there is a renewed need for rent, mortgage and utility assistance in Decatur to help prevent families from being at risk of homelessness.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Dove Inc.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 217-424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUB- RECIPIENT AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS AND DOVE INCORPORATED FOR RENT, MORTGAGE AND UTILITY ASSISTANCE UTILIZING CDBG-CV FUNDS

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

WHEREAS, the City has received Community Development Block Grant (CDBG-CV) funds to be utilized to prevent, prepare for, and respond to coronavirus; and,

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

WHEREAS, Dove Inc.’s mission is an organization that engages religious institutions, volunteers, and advocates seeking to coordinate efforts to address unmet needs and social justices. These needs are met through coordinated programs focusing on domestic violence, homelessness, education, volunteer and community empowerment, and individual emergency need fulfillment. Dove works for justice, equality, and understanding among all people; and,

WHEREAS, the City has determined that Dove Inc., has the capacity to administer and implement rent, mortgage and utility assistance.

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

SECTION ONE. The City agrees to appropriate an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) from its portion of the CDBG-CV funds to Dove Inc. for rent, mortgage and utility assistance.

SECTION TWO. That the City Manager, Deputy City Manager, Director or Assistant Director of Economic and Community Development is authorized to enter into an Agreement with Dove Inc. in accordance with the requirements of the U.S. Housing and Urban Development CDBG-CV funds.

PRESENTED, PASSED, APPROVED and RECORDED this 21st day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**SUB- RECIPIENT AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND DOVE INCORPORATED FOR RENT, MORTGAGE AND UTILITY
ASSISTANCE UTILIZING CDBG-CV FUNDS**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and Dove Incorporated, an Illinois not for profit (Sub-recipient), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has received Community Development Block Grant (CDBG-CV) funds to be utilized to prevent, prepare for, and respond to the coronavirus; and,

WHEREAS, the City wishes to engage the Sub-recipient in utilizing such funds in accordance with HUD guidelines and Federal regulations; and,

WHEREAS, Dove Inc.’s mission is an organization that engages religious institutions, volunteers, and advocates seeking to coordinate efforts to address unmet needs and social justices. These needs are met through coordinated programs focusing on domestic violence, homelessness, education, volunteer and community empowerment, and individual emergency need fulfillment. Dove works for justice, equality, and understanding among all people; and,

WHEREAS, the City has determined that Dove Inc., has the capacity to administer and implement rent, mortgage, and utility assistance.

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

Section 1. The City agrees to appropriate an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) from its portion of the CDBG-CV funds to Dove Inc. for rent, mortgage, and utility assistance.

Section 2. The Sub-recipient shall be responsible for administering the funds in a manner satisfactory to the City and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds.

Section 3. The Sub-recipient agrees to expend the total amount of CDBG-CV funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement.

Section 4. The Sub-recipient will be responsible for reviewing, following, and determining all applicable federal, State and local laws, statutes and other regulations relating to the use of CDBG-CV funds provided under this Agreement.

Section 5. The CDBG-CV funds provided by the City shall only be used by the Sub-recipient for residents in Decatur and for the purposes of and pursuant to and under the terms of this Agreement.

Section 6. The Sub-recipient hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the CDBG-CV funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, the Sub-recipient will repay to the City the funds used contrary to the terms set forth herein.

Section 7. The Sub-recipient agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers, and records of Sub-recipient which pertain to the CDBG-CV funds provided for the purpose of monitoring, making audits, examinations, and photocopying.

Section 8. The Sub-recipient shall be required to maintain all records for the period designated by the City as required by the terms of HUD and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 9. The Sub-recipient agrees to provide the City with regular progress reports due on the 15th of each month and all other reports which may be required by the City for compliance with HUD, Freedom of Information Act and any other federal or state law, statute, or other regulation.

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

Section 11. The sub-recipient hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the CDBG-CV funds by Sub-recipient, including but not limited to the violation by the Sub-recipient of any of its covenants or agreements under this Agreement, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Sub-recipient operations use of CDBG-CV funds.

Section 12. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: Assistant Director, Economic and Community
Development
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62521

To Sub-recipient: Executive Director
Dove Inc
302 S. Union
Decatur, IL 62522

Section 13. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 14. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 15. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 16. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 17. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 18. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 19. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

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

CITY OF DECATUR, ILLINOIS

DOVE INC.

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

Public Works

DATE: 2/8/2023

MEMO: 2023-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory – 3007 Tempe Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 3007 Tempe Drive be approved.

BACKGROUND: The subject property is being voluntarily annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3007 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3007 TEMPE DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Deana Tappendorf requesting that there be annexed to the City territory described as:

LOT 21 OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-36-203-014_

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Deana Tappendorf

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3007 Tempe Drive, and legally described as follows:

LOT 21 OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-014

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Deana Tappendorf

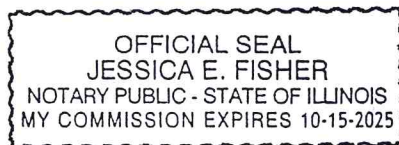
Deana Tappendorf

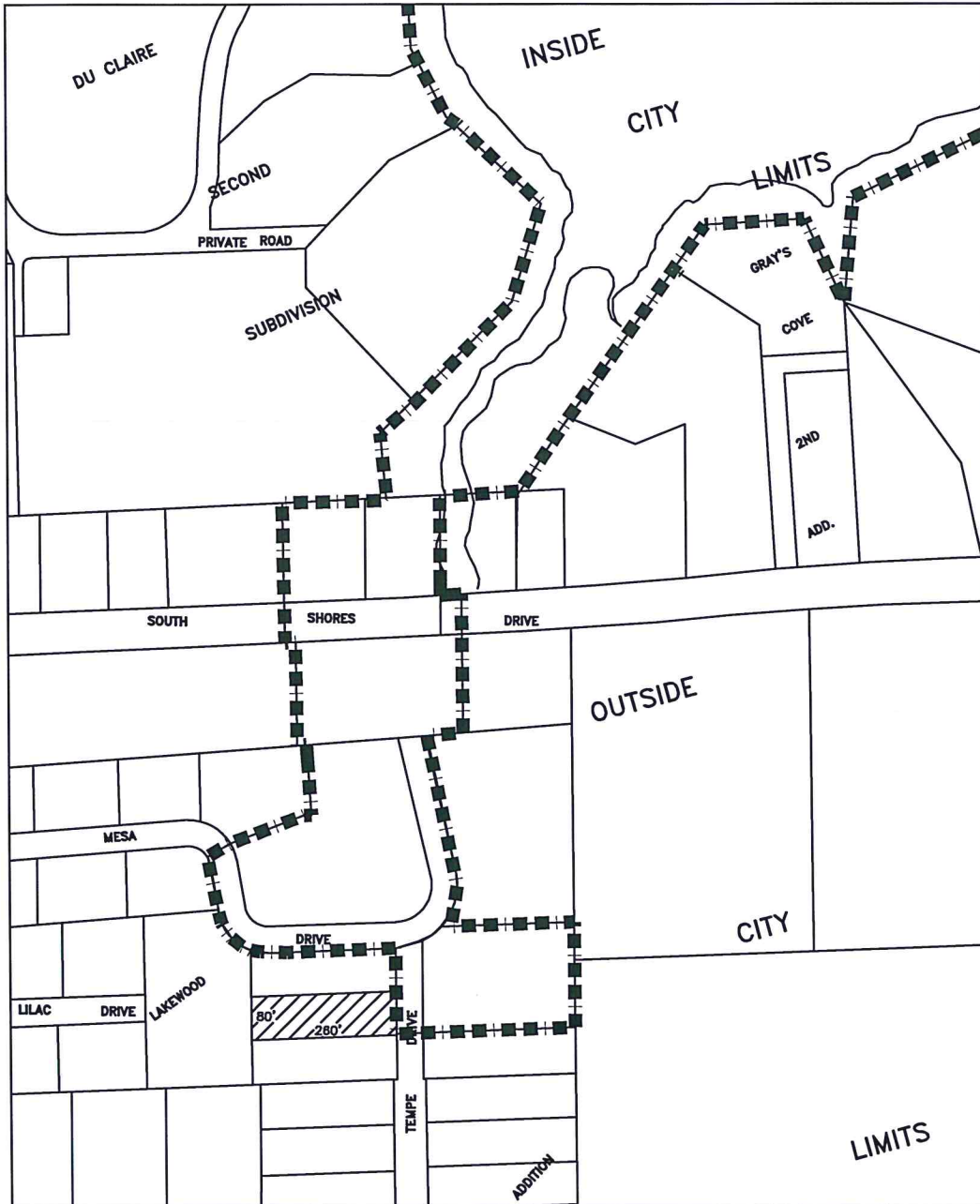
3007 Tempe Decatur IL

Signed and sworn to before me this 7th day of February, 20 23

Jessica E. Fisher
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3007 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

0.48 ± acres

AREA 0.00074± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Public Works

DATE: 2/8/2023

MEMO: 2023-14

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory – 3008 Tempe Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 3008 Tempe Drive be approved.

BACKGROUND: The subject property is being voluntarily annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3008 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3008 TEMPE DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Velma E. White requesting that there be annexed to the City territory described as:

LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) OF LAKEWOOD HEIGHTS ADDITION,
AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S
OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-36-204-003_

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

VELMA E. WHITE

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3008 Tempe Drive, and legally described as follows:

LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-003

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Velma E. White

VELMA E. WHITE

3008 TEMPE DR, DECATUR, IL 625

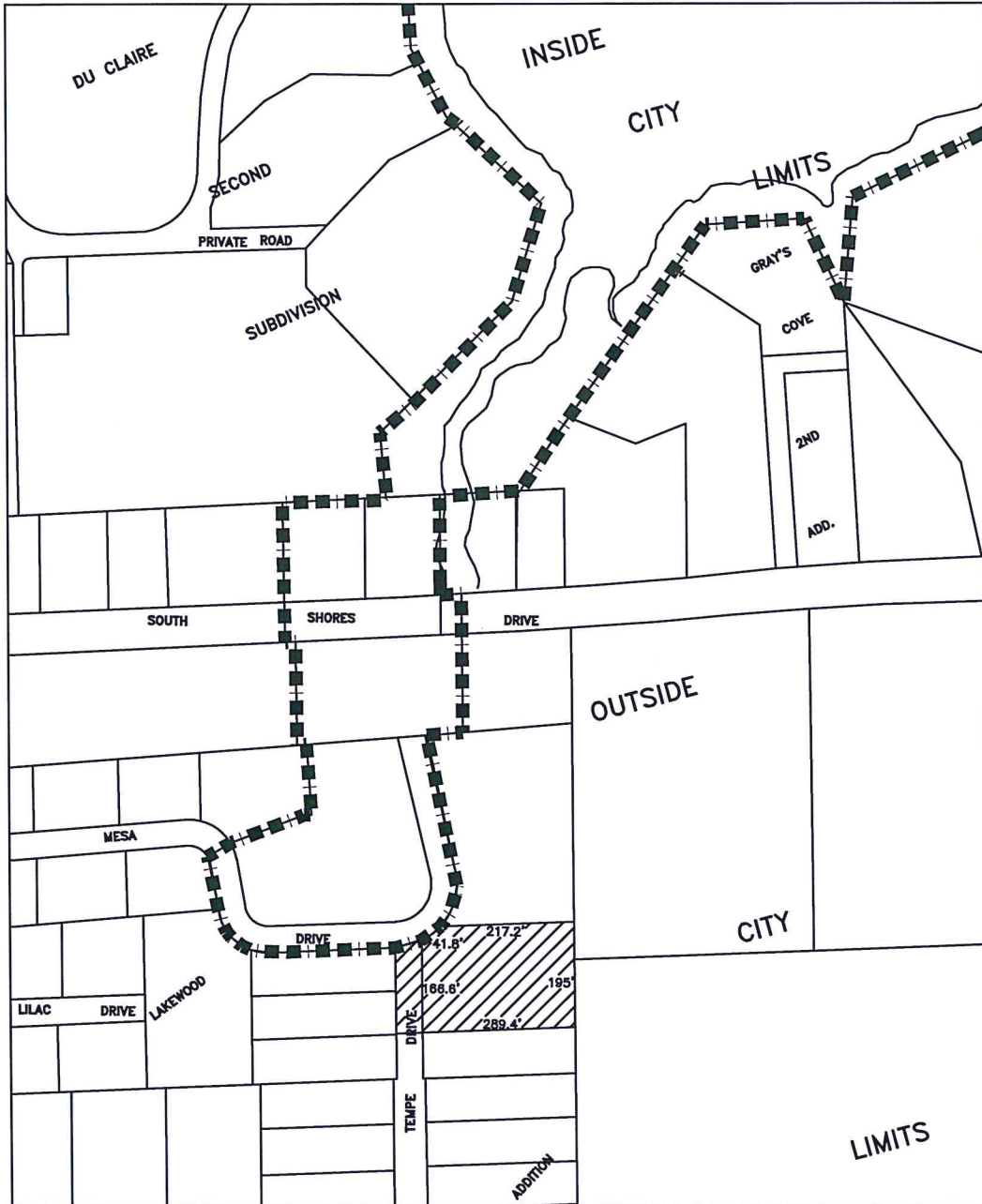
Signed and sworn to before me this 24 day of January, 2023



[Signature]

Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3008 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

1.15 ± acres

AREA 0.00180± sq. miles

166± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



2-8-23

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

Public Works

DATE: 2/14/2023

MEMO: 2023-18

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Matthew C. Newell, P.E., Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT: Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve, that the Mayor be authorized to sign, and the City Clerk attest to the following resolution awarding an annual Purchase Order for \$176,362.50 with VCNA Prairie LLC, as the lowest qualified bidder to provide portland cement concrete for Fiscal Year 2023.

BACKGROUND:

The City has open purchase orders throughout the year to provide materials for street maintenance work. Concrete is used primarily for street and sidewalk repairs.

Specifications were prepared by the Engineering Division and bids were obtained by the City's Purchasing Division. Letting results are as follows, bid tabulations are attached:

Portland Cement Concrete Materials

VCNA Prairie Material Inc.	\$176,362.50
---------------------------------------	---------------------

PRIOR COUNCIL ACTION:

The City issues material purchase orders annually to provide construction materials for street maintenance work performed by the Public Works Department.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

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

Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for the current year's material contracts is provided in the general operating funds allocated to the Public Works Department.

Staffing Impact: Staffing time is allocated for street maintenance.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
VCNA PRAIRIE LLC FOR THE PURCHASE OF
PORTLAND CEMENT CONCRETE**

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

Section 1. That the tabulation of the bids received for furnishing portland cement concrete presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of VCNA Prairie LLC in the amount of \$176,362.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and VCNA Prairie LLC for their bid price of \$176,362.50.

PRESENTED and ADOPTED this 21th day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

Project Name: Portland Cement Concrete Bid Date: JANUARY 24, 2023 Time: 4:00 p.m.				VCNA Prairie, LLC dba Prairie Material Bridgeview, IL	
Description	QTY.	Unit	Unit Price	Total	
10200401 Class PV Concrete (6 Bag)	250	CY	\$114.65	\$28,662.50	
10200402 Class PV Concrete (6.5 Bag)	100	CY	\$117.65	\$11,765.00	
10200403 Class PV Concrete (7 Bag)	700	CY	\$119.05	\$83,335.00	
10200404 Class PP Concrete (6.5 Bag)	250	CY	\$116.60	\$29,150.00	
10200405 Class PP Concrete (7 Bag)	100	CY	\$123.75	\$12,375.00	
10200406 Controlled Low-Strength Material (CLSM)	100	CY	\$72.75	\$7,275.00	
10200407 Delivery Fee (Less than 2 CY)	10	EA.	\$80.00	\$800.00	
10200408 Delivery Fee (2 to 5 CY)	50	EA.	\$60.00	\$3,000.00	
TOTAL				\$176,362.50	

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back
January 24, 2023 4:00 p.m.

Request for Quotation (This is not an order)

Date: 1/13/2023

Attn:
Debbie Perry

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.
****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

Dean A. Bush

By (Signature)

AREA operations Manager

Official Title

Date

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of Portland cement concrete for the City of Decatur from Present - December 31, 2023. See attached specifications.		

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as emails, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed and emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City 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.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Materials shall meet the following requirements of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation:

- | | |
|------------------------------|---------------|
| (a) Cement | Section 1001. |
| (b) Water | Section 1002. |
| (c) Fine Aggregate | Section 1003. |
| (d) Coarse Aggregate | Section 1004. |
| (e) Chlorides | Section 1013. |
| (f) Portland Cement Concrete | Section 1020. |
| (g) Concrete Admixtures | Section 1021. |

Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag), and Class PP Concrete (7 Bag) as specified shall conform to the applicable articles of Section 1020, "PORTLAND CEMENT CONCRETE" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Coarse Aggregate for **Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag) and Class PP Concrete (7 Bag)** shall be Gradation Number CA 7 and shall conform to the applicable articles of Section 1004, "COARSE AGGREGATE" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Portland Cement for **Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag), Class PP Concrete (7 Bag) and Controlled Low - Strength Material (CLSM)** shall conform to the applicable articles of Section 1001, "CEMENT" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

Fine Aggregate for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** shall conform to applicable articles of Section 1003, "FINE AGGREGATES" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Water for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** shall conform to applicable articles of Section 1002, "WATER" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Controlled Low - Strength Material (CLSM) shall conform to applicable articles of Section 1019, "CONTROLLED LOW - STRENGTH MATERIAL" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Calcium Chloride shall conform to the applicable articles of Section 1013, "CHLORIDES" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Admixtures to **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, and **Class PP Concrete (7 Bag)** shall conform to applicable articles of Section 1021, "CONCRETE ADMIXTURES" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Dye, when specified, shall meet the specifications for "Dye #SG450 - Maroon" and be mixed at a ratio of 25 pounds per cubic yard of concrete.

METHOD OF MEASUREMENT:

Class PV Concrete (6 Bag), **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** will be measured for payment in cubic yards (CY). The concrete volume will be based on batch weights of the concrete converted to volumes by use of the conversion factor developed with the specific mix design. For a full load delivery, the vehicle operator shall provide to the responsible member of the City's MSC work crew a ticket verifying the amount of concrete delivered. For a partial load delivery, the vehicle operator shall obtain from the responsible member of the City's work crew a written acknowledgment of the amount of concrete delivered.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR**

PORTLAND CEMENT CONCRETE

Load Delivery Fee (Less than 2 CY.) and **Load Delivery Fee (2 CY. to 5 CY.)** will be measured at the contract unit price for each (EA). No measurement will be made for an order of more than five (5) cubic yards of the same concrete class to one work site in the same workday. No measurement will be made for a partial load required to complete an order of five (5) or more cubic yards of the same concrete class to one work site in the same workday unless it is the result of a reorder by the City. No measurement will be made in excess of six (6) to complete a multiple order totaling fifteen cubic yards or less of the same concrete class in the same workday.

Calcium Chloride and Retarder will be measured for payment in cubic yards - percent (CYP). A CYP is equal to one cubic yard of concrete with one percent, by weight, of the admixture material (e.g. A concrete mix having an admixture of 1 percent Calcium Chloride will be paid for as 1 CYP per actual cubic yard of mix, a concrete mix having an admixture of 2 percent Calcium Chloride will be paid for as 2 CYP per actual cubic yard of mix).

Portland Cement will be measured as a separate item for payment per bag (94 pounds per bag) when additional Portland cement is added to a concrete mix at the direction of the City's representative.

Dye will be measured for payment per pound of dye used.

BASIS OF PAYMENT:

Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag), Class PP Concrete (7 Bag) and Controlled Low - Strength Material (CLSM) will be paid for at the contract unit price per cubic yard (CY) of the specified material. Said unit price shall include the material and all costs to mix, deliver and unload the concrete to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Load Delivery Fee (Less than 2 CY.) and **Load Delivery Fee (2 CY. to 5 CY.)** will be paid for at the contract unit price of each (EA). Said unit price shall include all costs to deliver and unload the concrete to any location within the corporate limits of the City of Decatur as directed by the City's representative. No payment will be made for an order of more than five (5) cubic yards of the same concrete class to one work site in the same workday. No payment will be made for a partial load required to complete an order of five (5) or more cubic yards of the same concrete class to one work site in the same workday unless it is the result of a reorder by the City. No payment will be made in excess of six (6) to complete a multiple order totaling fifteen cubic yards or less of the same concrete class in the same workday.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

Calcium Chloride and Retarder will be paid for at the contract unit price for at each cubic yard - percent (CYP). Said unit price shall include the retarder and all costs to mix, deliver and unload the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Portland Cement will be paid for at the contract unit price per bag (94 pounds). Said unit price shall include the Portland Cement and all costs to mix, deliver and unload the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Dye will be paid for at the contract unit price per pound of dye used. Said unit price shall include the dye and all costs to mix the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease or decrease in the quantities.
2. Unit prices quoted shall be F.O.B. for delivery to any location within the City of Decatur corporate limits.
3. The Contractor shall deliver the specified concrete in the amount ordered, at the time specified, in a manner to coordinate with the City work crew's needs and to the location directed by the City's representative.
4. City will, as can reasonably be scheduled, consolidate orders to minimize the number of locations, travel time and distance for the Contractor.
5. The Contractor shall obtain the approval of the City Engineer for the mix design for each concrete class prior to delivery. In the event the mix design for a concrete class is changed, the Contractor shall obtain the approval of the City Engineer. The Contractor shall provide to the City's Municipal Services Manager and Water Services Manager the concrete plant operating schedule(s) including, at a minimum the following information:
 - Anticipated opening and closing dates for the plant.
 - Days of the week and hours for each day that deliveries can be made.
6. The Contractor shall advise the City's Municipal Services Manager and Water Services Manager prior to the temporary shutdown of the plant or other circumstances which may affect material availability.
7. The City will award a contract to the successful bidder to provide Portland Cement Concrete to the City beginning January 1, 2023 and ending December 31, 2023.
8. This contract shall terminate at 12:00 p.m., local time, December 31, 2023.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

BASIS OF AWARD:

A **single contract** will be awarded by the City to the contractor submitting the lowest responsive, responsible proposal to the City.

**CITY OF DECATUR
PORTLAND CEMENT CONCRETE
PROPOSAL SHEET**

**Estimated Quantities for 2023
PORTLAND CEMENT CONCRETE PROPOSAL**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10200401	CLASS PV CONCRETE (6 BAG)	CY	250	<u>114.⁶⁵</u>	<u>28662.⁵⁰</u>
10200402	CLASS PV CONCRETE (6.5 BAG)	CY	100	<u>117.⁶⁵</u>	<u>11765.⁰⁰</u>
10200403	CLASS PV CONCRETE (7 BAG)	CY	700	<u>119.⁰⁵</u>	<u>83335.⁰⁰</u>
10200404	CLASS PP CON		0	<u>116.⁶⁰</u>	<u>29000.⁰⁰</u>
10200405	CLASS PP CON		10	<u>123.⁷⁵</u>	<u>12375.⁰⁰</u>
10200406	CONTROLLED I		10	<u>72.⁷⁵</u>	<u>7275.⁰⁰</u>
10200407	MATERIAL (CLS		0	<u>80.⁰⁰</u>	<u>800.⁰⁰</u>
10200407	LOAD DELIVER		0	<u>60.⁰⁰</u>	<u>3000.⁰⁰</u>
10200407	2 CUBIC YARDS		0		
10200408	LOAD DELIVERY FEE (2 CUBIC	EA	50		
	YARD TO 5 CUBIC YARDS)				
TOTAL					<u>176212.⁵⁰</u>

SUPPLEMENTAL ITEMS

NOTE: Supplemental items may be required at the City's option. The UNIT PRICE entered for each item will be used to determine the compensation to the contractor to furnish these items. **SUPPLEMENTAL ITEMS WILL NOT BE USED BY THE CITY TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10200409	CALCIUM CHLORIDE	CYP	50	<u>2.50</u>	<u>125.⁰⁰</u>
10200410	RETARDER	CYP	50	<u>2.50</u>	<u>125.⁰⁰</u>
10200411	PORTLAND CEMENT	BAG	50	<u>N/A</u>	<u>—</u>
10200412	HEATED AGGREGATE AND WATER	CY	50	<u>8.⁰⁰</u>	<u>400.⁰⁰</u>
10200413	DYE	LBS	50	<u>100.⁰⁰</u>	<u>5000.⁰⁰</u>

BID SIGNATURE PAGE

If a Corporation

Corporate Name

VCNA Prairie LLC

By Registered Agent:

X

Business Address:

Signature (please sign in ink)
7601 W. 79th Street

Print Name

Street
Bridgeview Illinois 60455
City 708-458-0400 State Zip

Area Code Telephone Number

Name of Officers:

Edilson Chimilovski c/o 7601 W. 79th St., Bridgeview, IL 60455

President Carlos Herrera c/o 7601 W. 79th St., Bridgeview, IL 60455

Vice President Ann Straw c/o 7601 W. 79th St., Bridgeview, IL 60455

Secretary Carlos Herrera c/o 7601 W. 79th St., Bridgeview, IL 60455

Treasurer Address

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

Signature (please sign in ink) Print Name

Street
City State Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:

Business Address:

Signature (please sign in ink) Print Name

Street
City State Zip

Area Code Telephone Number

Name of all
Members of Firm

Name Address

Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILL

SS.

COUNTY OF Macon

Diana R. Baul

BEING FIRST DULY

SWORN, says that:

1) He is, (Owner, Partner, Officer, Representative, or Agent) of WNA Prairie Inc the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Diana R. Baul

Area Operations Manager
Title

Subscribed and sworn to before me this

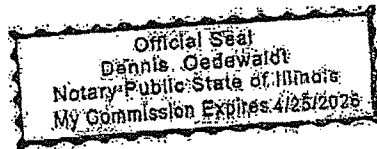
24th

day of January

2023.

[Signature]
Notary Public
Title

My Commission expires 4/25/2026



SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description

Type

Memo

Cover Memo

Resolution

Resolution Letter

List of properties to be demolished

Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: February 21, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of eight (8) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1617 E. Cantrell

960 W. Decatur

1026 N. Edward

1536 N. MLK

2127 Riedel

229 E. Stuart

1961 N. Walnut Grove

1237 E. William

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 21st day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST: _____

Kim Althoff, City Clerk

Council Memo February 21, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

Cantrell, 1617 E. This property was posted as Unfit for Human Habitation in October 2022. Unfit for human habitation due to no water service, missing paint around house, windows and doors boarded up, back porch is falling in on itself.

Decatur, 960 W. This property was posted as Unfit for Human Habitation in February 2023. Large holes in roof have caused damage to attic and interior ceilings in several rooms; house not properly sitting on foundation; peeling/chipping paint around entire exterior and damaged walls, soffits, fascia's; plumbing issues highly suspected and would need thorough evaluation if water turned on.

Edward, 1026 N. This property was posted as Unfit for Human Habitation in July 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

MLK, 1536 N. This property was posted as Unfit for Human Habitation in February 2023. House Posted Unfit For Human Habitation due to severe lack of utilities and severe lack of maintenance.

Riedel, 2127 W. This property was posted as Unfit for Human Habitation in December 2021. House structure is unsafe, and in a state of complete disrepair. Foundation has caved in, roof has caved in, and is missing in some spots. Entire structure is unsafe. Interior has deteriorated surfaces from water intruding from holes in roof. House does not meet minimum housing requirements.

Stuart, 229 E. This property was posted as Unfit for Human Habitation in November 2022. House has numerous interior and exterior violations that need to be fixed to meet minimum standards.

Walnut Grove, 1961 N. This property was posted as Unfit for Human Habitation in December 2022. House unfit for human habitation. Has several violations that need to be brought to minimum code. Roof is in disrepair with a partial collapse on the south side. North side is visibly sagging. South wall is leaning due to roof collapse. Accessory structure has missing soffits and falling gutters. Interior damage throughout house with one room being too dangerous to go into.

William, 1237 E. This property was posted as Unfit for Human Habitation in June 2022. The following violations were observed: Rubbish scattered throughout the inside of the house, sever fire damage, holes in the roof, gutters hanging off roof, windows broken out, siding falling off house, holes inside of house, chimney in disrepair, window and door frames falling off.

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes of December 6, 2022	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
December 6, 2022

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 Todd Ray
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
DIRECTOR OF HUMAN RESOURCES French Wilson
ABSENT: COMMISSIONER Sheri Hagen

Call to Order

Chair Spain called the meeting to order at 11:30 a.m.

Roll Call

Three out of four 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 1, 2022, regular meeting were presented. Vice Chair Ray moved that the November 1, 2022, regular meeting minutes be approved, seconded by Commissioner Wilkins and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Wilkins 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 Vice Chair Ray and upon call of the roll, Vice Chair Ray, Commissioner Wilkins and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Vice Chair Ray moved to return to Open Session, seconded by Commissioner Wilkins, and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Instrumentation and Controls Technician, Commissioner Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Vice Chair Ray, and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Vice Chair Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Buyer, Commissioner Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Vice Chair Ray, and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Vacate Current Fire Fighter Process Pending Revision to Civil Service Commission Rules, Vice Chair Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Extend Current Fire Fighter Register by Six Months, Commissioner Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Vice Chair Ray, and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- D. Receiving and Filing of Personnel Actions – Vice Chair Ray moved that the appointments, promotions, oral reprimand, division letters of reprimand, civil service status, requests for leave, resignation and retirements be received, placed on file, and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

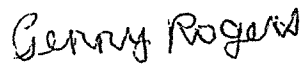
CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
December 6, 2022
Page 3

Chair Spain called for Other Business:

Due to the first meeting in January immediately follows the New Year holiday, the January 2023 meeting will be cancelled and will resume the first Tuesday of February 2023.

There being no other business, Vice Chair Ray moved to adjourn the meeting, seconded by Commissioner Wilkins and upon call of the roll, Commissioner Wilkins, Vice Chair Ray, and Chair Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:56 a.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Penny Rogers".

Penny Rogers
Acting Secretary

City Clerk

DATE: 2/15/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Kevin Hinton to the Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board).

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:

Kevin Hinton Decatur Metropolitan Exposition Auditorium & Office
Building Authority (DBA: Civic Center Board Authority)

10/27/2025

DATED this 21st day of February, 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
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 21st day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 21st day of February, 2023.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 2/10/2023

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Monthly Reports, January, 2023

ATTACHMENTS:

Description	Type
Fire, January, 2023	Backup Material
Police, January, 2023	Backup Material
Public Works, January, 2023	Backup Material
Economic & Community Development, January, 2023	Backup Material
IT, January, 2023	Backup Material
Transportation & Facilities Report, January, 2023	Backup Material



DECATUR FIRE DEPARTMENT

MEMORANDUM

2023-02

February 9, 2023

TO: Scot Wrighton, City Manager

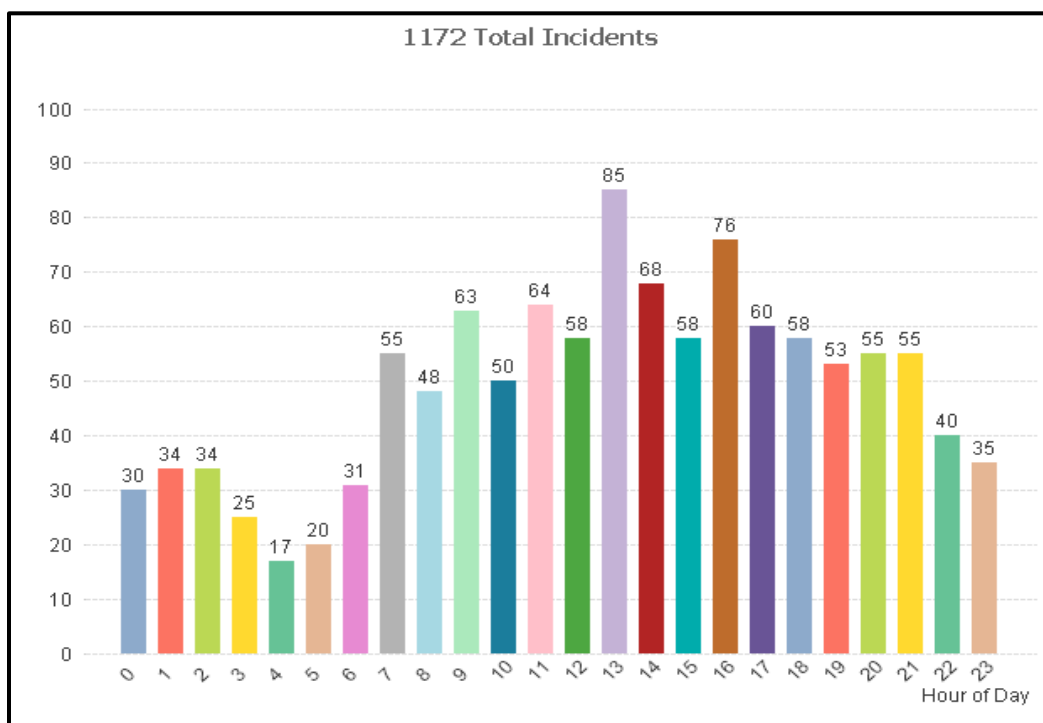
FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – January 2023

The fire department responded to 1172 alarms in January. That is 163 more alarms than in January of 2022. The department is currently working on implementing a new Record Management System (RMS) to replace the current program which is over 20 years old and no longer supported.

The status of the new station 7 is on hold as the overhead doors have not arrived. Once the doors are installed, the move from the old station to the new one can begin. Early March is looking like the target date to open the station.

Once the new station opens, some of the alarm territories will be changed to reflect the current locations of the new stations. For example, with the location of the new station 7, Engine 7 will be able to cover all the territory east of Lake Decatur except a small area around William Street.



Training Report:

Monthly EMS continuing education through the Vector Solutions training site for all members: Review the anatomy and physiology of the spine, chest, and abdomen. Identify the common injuries to the spine, chest, and abdomen. Review the pre-hospital management of injuries of this nature. All members completed an exam in Vector Solutions with a minimum passing score of 80%.

All members reviewed protocols A02-Cardiopulmonary Arrest, A04-Asystole, A05 Atrial Fib/Flutter, A-11 Tachyarrhythmia stable, and Tachyarrhythmia unstable.

All members completed Company Code Stations: Demonstrate and familiarization of current AHA BLS protocols for cardiac arrest. Review Region 6 protocols with instructor. Operate assigned AED, Following Region 6 protocols on the training code manikin. Perform cardiac arrest management as an integrated company of BLS/ILS/and ALS providers. Know how to perform manual defibrillation functions using your assigned AED. Analyze ECG tracings and identify rhythms generated by the simulator on the ECG screen.

All members completed the SCBA confidence course. Donning all protective equipment including SCBA using proper procedures and go on air. Navigate through restricted openings and entanglement hazards. While navigating the course, members were also looking for a downed firefighter and assisting by connecting buddy breathing lines.

Special operations team training consisted of Search and Rescue Rope Systems with hands-on training conducted at station 1.

Fire Prevention Division: No Report

DECATUR ILLINOIS POLICE DEPARTMENT

January 2023 Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Acting Chief Brad Allen

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	19
Patrol Officer	109
TOTAL	136

Budgeted 148

Officers in FTO or at the academy (non-deployable)	15
Officers on injury status (non-deployable)	5
Retirements/Resignations expected next month	1

Civilian Staffing

Executive Assistant	1
Crime Analyst	1
Records Clerk	2
Records Supervisor	1
Parking Enforcement	1
Digital Forensic Examiner	1
Police Support Officer	0
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	11

Freedom of Information (FOIA) requests

Month: 229 YTD: 229

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	1	1
Directed Patrols	15	15
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	69	69
Criminal Arrests	245	245
Felony Drug Arrests	17	17
Firearms Siezed	10	10
Traffic Citations	848	848
Field Interviews	113	113
Written Warnings	426	426
Calls for Service/CAD Incidents	4091	4091
Unlawful Use of Motor Vehicles	159	159
Driving Under the Influence (DUI) Arrests	30	30
DUI Involving Accidents	12	12
Fatal Accidents	0	0
Traffic Accidents	206	206
Personal Injury Traffic Accidents	27	27
City Ordinance Arrests	2	2

Distracted Driving Enforcement - Electronic Communications Device Violations

State Citations	13	YTD:	13
Written Warnings	1	YTD:	1

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD		Street Value
Cannabis	0	grams	0	\$10/gram	\$0.00
Cocaine - Powder	188	grams	188	\$100/gram	\$18,800.00
Cocaine - Crack	1	grams	1	\$100/gram	\$100.00
Heroin	0	grams	0	\$300/gram	\$0.00
Ecstasy	0	hits	0	\$20/hit	\$0.00
Meth	62	grams	62	\$100/gram	\$6,200.00
K2/Pills	0	pills	0		

Search Warrants	3	YTD:	3
Currency Seized	\$0.00	YTD:	\$0.00
Firearms Seized	5	YTD:	5
Vehicles Seized	0	YTD:	0
Arrests	11	YTD:	11

Adult / Juvenile Detective Activity

New Cases Assigned	110	YTD:	110
Closed/Resolved Cases	77	YTD:	77
Criminal Arrests	47	YTD:	47
Homicides	1	YTD:	1
Infant Death Investigations	0	YTD:	0
Suicide Investigations	1	YTD:	1
Missing Person Investigations	5	YTD:	5
Computer Forensic Exams	1	YTD:	1

U.S. Marshal's Great Lakes Task Force

Felony Arrests	19	YTD	19
Misdemeanor Arrests	1	YTD	1
		TTD	<u>20</u>

<u>Sex Offender Registrations</u>	139	YTD	139
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**Public Works Department
Monthly Report
January 2023**

Engineering:

2021 Water Main Replacement Project:

Month Activity: All watermain is installed and operational. The remaining items include final cleanup and restoration which is scheduled for the spring.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations. The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021 with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work did not start in South Shores spring due to the delay in materials and after mid-November the cannot be restored with asphalt. Burdick has completed all watermain work.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: No work was completed, the lining of the remaining services to be completed in the spring.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022 with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City

received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April. Service lining wrapped up in December for the winter with a total of 319 of the approximant 500 services lined.

Lake Grove Club Retaining Wall

Month Activity: No work was completed, the fence, seeding and final cleanup will commence in the spring.

Project Background: The project was designed and advertised by Engineering staff and Clark Dietz Engineering on March 30, 2022 with bids received on April 20, 2022. The project replaces an existing railroad tie retaining wall that has reached the end of its useful life. The City received two bids with Clippers Lawn and Landscaping providing the lowest responsive bid. The project was awarded by City Council to Clippers on May 16, 2022. The City has received and approved the shop drawing for ordering of the material in late July and it is expected work to begin in August. Clippers mobilized in August and started the project by removing the existing wall. Clippers then notified the City that they will be permanently closing and not completing the work. A settlement with the bonding company was reached in September. The contract with Kinney Contractors was approved on October 3rd to complete the retaining wall with work starting in early November.

2022 State Motor Fuel Tax - Asphalt

Month Activity: The remaining work will commence in the spring.

Project Background: The project was designed and advertised by Engineering staff on July 27,

2022 with bids received on August 10, 2022. Dunn Company provided the lowest responsive bid, and the contract was awarded by City Council on August 15, 2022. The concrete and water service work is scheduled to start on September 6 with paving to commence on each street once complete. The paving of Wood St and Chestnut is complete with the remaining paving work shut down for the winter.

MUNICIPAL SERVICES MONTHLY DATA
January 2023

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
Miscellaneous / Asphalt	0	0	
Pothole Patch / Repair	3,764	570	
Street Repair / Asphalt	0 sq yds	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	0	0	
SS Utility Cuts / Driveway	21 sq yds	17	
SS Utility Cuts / Pavement	32 sq yds	44	
SS Utility Cuts / Sidewalk	72 sq ft	24	
Water Dept Cuts / Curb & Gutter	0 linear ft	0	
Water Dept Cuts / Driveway	13.30 sq yds	16	
Water Dept Cuts / Pavement	220.50 sq yds	262.50	
Water Dept Cuts / Sidewalk	270.10 sq ft	91.50	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		128	
Flowerbed Maintenance		10	
Fountain		0	
Mowing / Downtown Parks		38	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO

Miscellaneous Electrical		4	
Service Calls / Other Departments		0	
Street Light Maintenance		53.50 Straight / 4 HC	
Traffic Signal Repair		181 Straight / 16.5 OT	
Warning Siren Maintenance		3 Straight / 3 HC	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.76%	746.83	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		78 Straight / 5 HC	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		28	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		5 Straight / 1 HC	
Stump Removal	25	96.5 Straight / 33.50 HC	
Tree Removal	725 (inch diameter)	298 Straight / 69 HC	
Tree Trimming	4	8 Straight / 3 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		20	

Parking Lots/Garage Maintenance		74	
Parking Meter Collection		9	
Parking Meter Repair		6	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	0 linear ft	0	
Catch Basin / Pumped	83	56	
Storm Sewer / Repaired	1	68	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	330 linear ft	20	
Ditch Cleaning	200 linear ft	20	
Sanitary Back-up / Jetted	7,764 linear ft	46 Straight / 24 OT	
Sanitary Manholes / Pumped	3	12	
Sanitary Sewers / Cleaned	2,235 linear ft	12	
Sanitary Sewers / Jetted	33 linear ft	2 Straight	
Sanitary Sewers / Roots	7,079 linear ft	18	
Street Cleaning / 3 rd Shift	0 miles	0	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	44.8 miles	256	
Street Cleaning / Priorities	0 miles	0	
Sanitary Manholes / Repaired	11	20	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	107	17	

Miscellaneous Traffic Control		38	
Signs / Installed	21	52	
Signs / Made	51	145.5	
Signs / Repaired	18	58	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		2	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	91	304	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	1	3	
Home Secures	22	50	

**Water Production Division
Monthly Report
January 2023**

DeWitt County Wellfield Improvements: INTERA Inc. continued work on draft reports for wellfield performance, water quality and power supply options.

Lake Decatur Landscape Maintenance: The site at the intersection of M. L. King Jr. Dr. and Lake Shore Dr. is planned for a prescribed burn early this year. Sites for this year's tree and brush removal project will be evaluated.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 612.8 feet (87% full) which is normal for January.

Lake Decatur Watershed Management Plan: Staff and Northwater Consulting continued meeting with the USDA and partners on how the City's five year \$9.88M RCPP grant will be structured and administered. City Council authorized new farm leases for the City's wellfield and Oakley sediment basin farms. Work continued the 2020 \$150,000 IEPA Section 319 grant BMP projects and sub watershed planning. IEPA is extremely late in announcing if the City's 2021 Section 319 grant application will be funded. Northwater Consulting continued improving the watershed water quality monitoring network, plans and permits to construct several high priority Best Management Practices (BMPs), and work on the Sand Creek, Friends Creek, Wildcat Creek and Willow Branch sub watershed plans.

Oakley Sediment Basin Drainage Improvements: A prescribed burn of the basin is planned for early this year to remove enough vegetation so that a basic topographic survey can be completed.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 66% of this project.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline design. The draft Rhodes Landfill environmental review is being reviewed.

Water Production: Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems and William Street Pump Station improvements projects. Analyzed water quality samples for Lake Decatur Watershed Management Plan monitoring. 569.49 million gallons of potable water were pumped into the water distribution system which was 2.74% less than January 2022.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred in January.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting will be providing the monitoring summary for this outcome.

January 2023

Water Services:

Staff repaired 2 water main failures, 32 water services, 4 system valves and 2 fire hydrants. Inspected 32 system valves, 1 fire hydrants and completed 1,093 Utility Billing service orders, 41 miscellaneous distribution system orders and replaced 40 water meters that were damaged due to the cold snap.

Staff also assisted with the 2021 Water Main Replacement Project testing and inspection.

**ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT**

JANUARY 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of January, the Planning and Development staff processed and reviewed commercial site plans and preliminary major subdivision development submittals. We have onboarded a new Planning and Development Manager as well. We have received 2 petitions for a rezoning or planning development. Lastly, early investigation into adding Zoning Ordinances related to Solar Energy will make their way to the Plan Commission to compliment the Wind Energy Systems ordinance.

We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held 4 TRC meetings, and several Zoom meetings or conference calls for pending and ongoing developments.

We continue to review and progress with selling City owned property in furtherance of Community Revitalization. The majority of the vacant lots sold have been acquired by adjacent homeowners, and in certain areas, we have found Critical Mass parcels best utilized as side-lot parc

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
NO NEW DATA	NO NEW DATA	NO NEW DATA

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
0	2

No new data on this for January.

BUILDING INSPECTIONS DIVISION

For January, we issued 98 permits broken down by permit type below. Of those, we had one (1) permit with a value of over \$250,000. The Division performed 110 inspections and 19 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	7	\$575,322
Residential Building	7	314,390
Demolition	9	106,543
Electrical	20	123,115
Mechanical	14	257,988
Plumbing	22	133,384
Roof	13	198,848
Pool	0	0
Fence	3	20,265
Sign	3	72,478
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	98	\$1,802,333

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue 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 is working with CILBA (Central Illinois Land Bank Assoc.) to rehab or acquire various properties.
- Staff continues to work with Project READ and OKO as subrecipients for the public service funding from CDBG. OKO submitted its last pay request.
- Staff is working with Rise, Inc., a consultant to assist with strategic use of the HOME and CDBG funds. Action Plan accepted by HUD.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continued the Owner Occupied Rehab program (ARPA).
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff continues work on qualifying residents for the IHDA Single Family Rehab (SFR) grant and Strong Communities (SCP) grant. One project is moving forward through the SCP grant and several are being processed through the SFR grant.
- Staff continues to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. Progress is slowly being made. The overall project cost is about 4 million.
- Staff attended Town Hall Community Violence meeting.
- Staff continues working the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. Partners include, Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA). SIA secured the assistance of “Walk It Like You Talk” It to reach out to residents about the program.
- The City of Decatur entered into an agreement for \$450,000 with Northeast Community Fund to operate the Small Repair Program.
- Staff completed in conducting a Housing Inventory for the inner-city neighborhoods.
- Staff continues working with Key Strategic to develop a Workforce Development ecosystem plan for Macon County & the City of Decatur. A meeting was held with key stakeholders.
- Staff attended a mandatory virtual HUD Grantee Conference.
- Staff meets monthly with Decatur Jobs Council to assist with the reorganization of the committee.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television and other media outlets.
- HUD approved the HOME ARP allocation plan for amendment to submit to HUD.
- Staff is working with Land of Lincoln Credit Union on a pilot program as part of our owner occupied and rental rehab programs.

- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Northeast Community Fund, 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 August 2022.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION MONTHLY REPORT JANUARY 2023

NEW CASES

DEMOLITIONS

Health & Safety (72 Hour)	156
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	59
No Garbage Service	10
Nuisance	176
Secure of Abandoned Buildings	41
Weeds	0
TOTAL	442

Year-to-Date	
Demolished	2
New Cases	9
Sent to Legal	12
Sent to Council	12
Out to Bid	26
Contracts Granted	0
Contract Amount	0
Permits Issued	0
Permits Finaled	5
Active Demolitions	187

RE-INSPECTION VISITS	
Code Enforcement	1003
Weeds	0
TOTAL	1003

GARBAGE SERVICE COMPLAINTS	
Received	0

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	71
Weeds	0

INVOICES*	
New Invoices	105
Dollar Amount	\$48,361.71

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.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
January

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Chery Laskowski retired from I.T. city service on January 31, 2023, after more than 38 years of service.
- Due to weather and equipment issues, only fiber splicing work was completed with the city's fiber grant project.
- Firehouse three is now connected to city fiber network.
- I.T. Department and various Finance areas are working with Tyler Technologies to resolve various issues with the 2021.5 version of their software which we have been live on since November 14th. Currently there are 9 open issues and 47 which have been resolved.
- Working with the Fire Department implementing a new records management system called ImageTrend.
- Performed a security audit and cleanup process for the city's Laserfiche (document management) application.
- Completed interface work with Police Power Time solution into Munis Payroll for time entry, accruals, payouts, etc.
- Assisted Finance and Payroll departments with year-end processes.
- Completed data migration for false alarms from a DB2 to Munis.
- Significant work continues with completing design specifications for Transit "on bus" network deployment including "on bus" Wi-Fi.
- City I.T. received seventy new computers for the police department. Replacements will begin in February and will take roughly 2 months to complete.
- In January, I.T. processed 122 Help Desk tickets, resolving 69 during the initial point of contact with I.T. staff (56.6% First Call Resolution Rate) which is within our established standard of 50% or more calls resolved on the first point of contact with the I.T. Department.

Transportation & Facilities Services Department

Monthly Report

January 2023

Mass Transit Division

For the month of January, the Mass Transit staff completed the following projects:

1. Phase 1 of the Campus Master Plan with Bowen completed. Bowen worked in conjunction with Mass Transit, Public Works, and MSC to complete the Summary of Architectural Space Requirements. Phase 2 is underway with block diagrams and conceptual campus layouts.
2. Illinois Rebuild III award announcement from Gov. Pritzker & IDOT with an additional \$5.89 mil for 3 projects: 1. Campus Expansion/Rehab 2. Bus barn solar 3. Non-revenue vehicle replacement.
3. Partnered with Millikin to launch Millikin trolley route and MU free ridership for Jan-March.
4. Partnered with DPS 61 to develop the IGA and ridership solutions for high school students.
5. Procured the remaining needed items for bus WIFI. Installation to happen in Feb-March.

Our ridership for the month of January consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	79,883	955	80,838
Miles Driven	78,810	3,410	82,220
On Time Performance	91%		

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,922	8	1,930
Miles Driven	7,557	190	7,747
On Time Performance	95%		

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of January, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Completed Q1 Building Inspections that included necessary and ongoing repairs. Partial demolition of “Tommy House Tire” completed.
2. Library Facilities: Building Inspection Checklist in development. Projects in the lease space and clinic were completed. Necessary repairs were completed in Library. Solar consultation with CQI started.
3. Police Facilities: Building Inspection Checklist in development. Necessary repairs were completed. Door entry system evaluated to be moved.

Electric Vehicle (EV) Division

For the month of January, the EV staff completed the following projects:

1. Electric Vehicle Research Program (EVRP) grant was executed with IDOT.
2. EVRP RFQ opened for contractors to submit proposals and is now in the grading and selection phase.