



**Tuesday, January 17, 2023
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of December 19, 2022 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Approving Appointment - City Councilmember
2. Oath of Office and Seating of New City Councilmember
3. Treasurer's Financial Report
4. Motion Approving City Council Policy on Replacing Privately Owned Lead Water Services
5. Ordinance Amending City Code Chapter 52 Alcoholic Liquor
6. Ordinance Amending City Code Chapter 54.1 Video Gaming License
7. Ordinance Amending City Code Chapter 55.1 Mobile Food Units, Temporary Vendor Stands, and Food and Beverage Carts
8. Resolution Authorizing Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 regarding 1140 West Sunset Avenue
9. Resolution Accepting the Proposal from M&O Environmental for the Abatement of Asbestos from Vacant Building at 1140 W. Sunset (Former Woodrow Wilson School)
10. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Traffic Control Corporation for the Purchase of Traffic Signal Controllers and Cabinets, City Project 2022-07

11. Resolution Authorizing an Intergovernmental Indefeasible Right of Use Agreement and Associated Sales Order with the Illinois Department of Innovation and Technology to Obtain Unused Fiber from the City of Decatur Fiber Network
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 Danceland Addition
 - B. Ordinance Annexing Territory 2383 Wilcox Lane
 - C. Resolution Approving Appointments - Oakley Township Silt Retention Basin Site Maintenance Advisory Committee
 - D. Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with Illinois Central Railroad Company at Clinton Street
 - E. Resolution Authorizing Cash Rent Farm Lease with Craig Hill for DeWitt County Wellfield
 - F. Resolution Authorizing Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior
 - G. Resolution Authorizing Action Regarding Unsafe Structures

VII. Other Business

VIII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section (2)(c)(2)
Collective Negotiating Matters between the Public Body and its Employees or their
Representatives

IX. Adjournment

Council Information - Lake Decatur Watershed Protection Program 2022 Annual
Report
Monthly Reports, December, 2022

SUBJECT: Approval of Minutes of December 19, 2022 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of December 19, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, December 19, 2022

On Monday, December 19, 2022, 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 Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Lavelle Peete, Daniel Ray Pickrel, Darsonya Switzer, Deangelo Stoner, Mary Garrison, Bret Robertson, Marc Girdler, Abeer Motan, Raymundo Padron and Brad Cole.

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

Councilman Faber exited the Council Chamber at 6:23 p.m.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the December 5, 2022, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Councilman Bill Faber was absent. Mayor Moore Wolfe declared the motion carried.

City Manager Wrighton presented the Financial Treasurer's Report.

Councilman Faber returned to the Council Chamber at 6:25 p.m.

Mayor Moore Wolfe called for a Public Hearing at 6:25 p.m. in the matter of the 2022 Property Tax Levy.

There being no public comments, Councilwoman Gregory moved to close the Public Hearing, seconded by Councilman Kuhle.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the Public Hearing closed at 6:26 p.m.

2022-48 An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2023, and Ending December 31, 2023, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance and answered questions from Council members concerning the property tax levy.

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

2022-49 Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2022, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

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

R2022-220 Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to Certain Funds to Affect a Positive Cash Position as of the Close of Business as of December 31, 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-221 Resolution Authorizing the Purchase of Desktop Computers for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Chief of Police Shane Brandel gave a brief overview of the Resolution.

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

R2022-222 Resolution Authorizing the Purchase of GrayKey License Renewal for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Chief of Police Brandel gave a brief overview of the Resolution.

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

R2022-223 Resolution Authorizing the City Manager to Execute a One Year Extension of the Agreement between the Tjaty Group and the City of Decatur for Leadership Facilitation Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Kyle Risby, Tjaty Group provided highlights of the program.

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

R2022-224 Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with ICAT Training Foundation to obtain Internet Access through the City of Decatur Fiber Network, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jim Edwards, IT Director gave an overview of the Resolution.

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

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

Item A. 2022-50 Ordinance Annexing Territory 2374 Mesa Drive
Item B. R2022-225 Resolution Authorizing Lake Decatur Watershed Protection Program Agreement, for Pond Improvements, with Ronald R. Helm and Jeanne E. Helm
Item C. R2022-226 Resolution Authorizing Lake Decatur Watershed Protection Program Agreement, for Streambank Improvements, with Ronald R. Helm and Jeanne E. Helm
Item D. R2022-227 Resolution Authorizing Action Regarding Unsafe Structures
Item E. R2022-228 Resolution Approving Appointment - Civil Service Commission
Item F. R2022-229 Resolution Approving Appointment - Human Relations Commission
Item G. 2022-51 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds

Item H. 2022-52 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2012 Series Bonds
Item I. 2022-53 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds
Item J. 2022-54 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds
Item K. 2022-55 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds
Item L. 2022-56 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds
Item M. 2022-57 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bonds
Item N. 2022-58 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds
Item O. 2022-59 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds
Item P. 2022-60 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds
Item Q. 2022-61 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds
Item R. 2022-62 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2022 Series Bonds

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

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

Council members spoke about the lack of fire inspectors and the fire union contract. The consensus of Council requested that a discussion on food truck fees and a Closed Executive session regarding the fire union contract be added to the next City Council agenda.

With no Other Business, 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 Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:18 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Resolution Approving Appointment - City Councilmember

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING APPOINTMENT
-COUNCILMEMBER-**

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

Section 1. That in order to fill the vacancy occasioned by the resignation of Bill Faber from the office of Councilmember, _____ be, and he/she is hereby, appointed to said office.

Section 2. That said appointee serve in the unexpired term occasioned by said vacancy to May 1, 2023, or until his/her successor is elected and qualified if subsequent to said date.

PRESENTED and ADOPTED this 17th day of January 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Financial Management

DATE: 1/12/2023

MEMO:

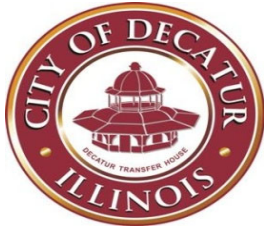
TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Gregg Zientara, Director of Finance
Anthony Cooling, Budget & Revenue Officer

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Treasurer's Commentary	Backup Material
Treasurer's Financial Report - Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report December 2022

The Year in Play

The total revised budget for fiscal year 2022 authorizes \$255.7 million in expenditures, against a removed amount of \$257.1 million in authorized revenues, representing an in-period cash basis surplus of \$1.4 million.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of \$78.2 million and Expense of \$78.2 million, representing an in-period balanced budget.

City Financial Position

The City of Decatur ended the month with a total cash position of \$130.5 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$136.5 at the end of last month.

The City General Fund ended the month with a cash position of \$25.1 million versus last month's cash position of \$24.9 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 117 days of budgeted fiscal year 2022 expense coverage in the City General Fund. The council approved cash reserve policy is a 90-day cash reserve or with current budget expenses, which is about \$19.5 million. The current General Fund cash position increased by about \$1 million.

City cash reserves are contained in Special Revenue funds (\$24.5 million), TIF Redevelopment funds (\$2.9 million), Capital funds (\$4.4 million), Debt Service fund (\$1.2 million), Internal Service funds (\$4.4 million) and Enterprise funds (\$67.5 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	Oct-22	Nov-22	Dec-22	Comment
Special Revenue	16.4	16.5	24.5	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.5	3.8	2.9	Debt service and redevelopment agreement obligations
Capital	21	20.2	4.4	Capital funding available
Debt	2	2.1	1.2	Debt service obligations
Internal Service	4.7	4.8	4.4	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	66.9	64.6	67.5	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	114.5	112	104.9	
General Fund	23.6	24.5	25.1	Basic services to citizens and stakeholders
Total City Cash	138.1	136.5	130.5	

Changes of note in the period:

- There were several transfers of funds since the last reporting period, they include money transferred from ARP funds to the funds they will be spent out of as per Council's direction. This accounts for the biggest changes in cash balances between fund categories.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$25.1 million. The current cash balance represents a cash reserve position of about 117 days. The general fund expense budget is \$78.2 million, which comes out to about \$214,000 per day, so about a quarter of a million dollars of an increase in the fund balance increases the cash reserve about one additional day.

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	78,200	83,428	78,200	6%
Expense	78,200	74,311	78,200	-5%
Surplus	-	9,117	-	

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)

- There were no property tax disbursements in the month of December.
- Collection rates were higher than estimated for property taxes, and revenue came in slightly over budget at 101%.
- Building Permit fees came in about \$400,000 over budget, showing an indicator of economic growth.
- Revenues in the non-general fund are higher in some instances this month because there were transfers between operating and capital accounts to fund longer term capital improvements, such as from the Library Fund to the Library Capital Fund.
- There were large transfers of funds from the ARP fund to the funds they will be spent out of in FY2023.
- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city are generally positive compared to last year.

General Fund Revenue

Revenue to date through the period is \$83.4 million versus budget to date revenue of \$72.8 million, above budget by 6%.

Year to date position of revenue vs. budget

GENERAL GOV TAXES	Actual YTD	Budget YTD	vs Budget	% vs Budget
PROPERTY TAX	10,773,090	10,682,000	91,089	1%
MOBILE HOME PRIVELEGE TAX	14,048	15,300	(1,252)	
STATE SALES TAX	13,146,878	12,702,869	444,009	3%
TELEPHONE UTILITY TAX	1,181,029	1,190,391	(9,362)	-1%
FOOD & BEVERAGE TAX	3,827,604	3,660,523	167,081	4%
HOTEL AND MOTEL TAX	1,069,274	855,735	213,539	20%
LOCAL SALES TAX	12,776,121	11,688,650	1,087,471	9%
AVIATION FUEL TAX	13,956	7,200	6,756	48%
LOCAL USE TAX	2,803,488	3,198,633	(395,145)	-14%
AUTO RENTAL TAX	47,907	43,098	4,810	10%
UTILITY TAX - ELECTRIC & GAS	4,749,776	4,924,880	(175,104)	-4%
VIDEO GAMING TAX	2,298,383	2,400,000	(101,617)	-4%
CABLE TV TAX	995,925	1,126,968	(131,044)	-13%
Sub Total	53,697,478	52,496,248	1,201,230	2%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	70,529	-	70,529	100%
STATE REPLACEMENT TAX	3,802,389	1,962,568	1,839,822	48%
STATE INCOME TAX	11,491,369	9,957,986	1,533,383	13%
FEDERAL GRANTS	150,070	350,000	(199,930)	-133%
STATE GRANTS OR OTHER	50,192	100,000	(49,808)	-99%
FEDERAL GRANTS ARP	(545,007)	-	-	
POLICE OT REIMBURSEMENTS	48,626	120,000	(71,374)	-147%
CANNABIS TAX	115,344	111,227	4,118	4%
ADDI REIMBURSEMENTS	495	-	-	
Sub Total	15,184,007	12,601,780	3,126,739	17%

GENERAL GOVERNMENT (SERVICE)				
Sub Total	8,297,987	7,901,668	396,319	5%
GENERAL GOV LICENSES/PERMITS				
Sub Total	1,999,844	1,587,318	412,526	21%
GENERAL GOV OTHER				
Sub Total	4,249,254	3,612,986	636,268	15%
General Fund Total (year-to-date)	83,428,571	78,200,000	5,228,571	6%

Revenue numbers may not add due to rounding

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

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

The state replacement tax increase between FY21 and FY22 is primarily a change in allocation method, not increased collections.

	2022 Budget	2022 YTD	YTD % of budget	2021 YTD	% Change year vs year
State Sales Tax	12,556,000	13,146,878	104.7%	12,361,722	6.4%
Local Sales Tax (Gen Fund)	11,521,000	12,776,121	110.9%	11,362,632	12.4%
State Income Tax	9,958,000	11,491,369	115.4%	10,012,130	14.8%
Utility Tax (Gas/Electric)	4,925,000	4,749,776	96.4%	4,638,709	2.4%
Food & Beverage Tax (Gen Fund)	3,651,000	3,827,604	104.8%	3,502,233	9.3%
State Local Use Tax	3,199,000	2,803,488	87.6%	3,123,637	-10.2%
Video Gaming Tax	2,400,000	2,298,383	95.8%	2,092,686	9.8%
State Replacement Tax (Gen Fund)	1,557,000	3,802,389	244.2%	1,914,733	98.6%
Hotel & Motel Tax	849,000	1,069,274	125.9%	913,254	17.1%
Cable TV Tax	1,127,000	995,925	88.4%	1,123,840	-11.4%

General Fund Expense Comments

On a year-to-date basis, general fund spending of \$74.3 million under budget of \$78.2 million.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	10,286,671	10,754,045	96%
Developmental Services	3,976,467	4,171,895	95%
Public Safety	50,080,049	52,486,559	95%
Public Works	10,052,456	10,902,501	92%
General Fund Expense	74,311,882	78,200,000	95%

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 \$213 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	\$ 11,276	Federally approved programs
Federal CDBG	\$ 15,216	Community Development Block Grant
State Drug Enforcement	\$ 404,855	Police programs
Federal DUI Drug Enforcement	\$ 213,722	Police programs
Building Fund	\$ 945,162	R&M and capital of Library facility
Public Library	\$ 1,641,004	Operational fund of Library
Library Capital	\$ 1,134,989	Capital Expense requirements and cash reserves
Library Trust	\$ 106,389	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 1,622,543	Street repairs and maintenance
Motor Fuel Tax	\$ 6,233,262	Street repairs and maintenance
Community Revitalization	\$ 11,065,330	Revitalization initiatives
2018 Project	\$ 571,289	General Obligation bond proceeds for construction of new fire stations
Capital Project	\$ 59,835	Minimal funding available
Equipment Replacement	\$ 964,548	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ 1,280,757	Debt payments on current debt issues
Fleet Maintenance	\$ 361,882	Repair and maintenance of city vehicle fleet
Risk Management	\$ 3,379,883	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ 737,913	Coverage for healthcare and other benefit expenses.
Public Transit Operations	\$ 82,622	Operational and capital funding of the transit system
Fiber Optics	\$ 257,995	City investment in the next phase of a fiber optic network

Storm Water	\$ 2,935,113	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 13,245,094	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ 9,423,871	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	\$ 24,953,276	Bond revenues in FY22
Grant	\$ 162,130	Unbudgeted FY2022 grants
ARP	\$ 2,734,802	Federal ARP funds as per city budget

Investments

City investments include \$10 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 start of the FY, with an additional \$25 million drawn in April, and this includes all outstanding bond debt, notes and loan payable and capital leases. There are approximately \$21 million dollars in debt payments scheduled for FY2022. All debt principal and interest payments are covered within the 2022 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 \$27.3 million. This is 8% of the annual revenue budget of \$256.5 million. Year-to-date the amount is \$220.5 million and 86% of the total for the year.

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 FY2022 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by

property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2022

The levy for the coming FY is \$16.6 million, including TIF districts. The tax rate, now certified, is 1.6908% of the EAV of \$884,161,072, with another \$16.8 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

There have been five distributions of property tax revenue have been received, which total about \$14.7 million dollars for general government and about \$1.7 in the TIF districts.

Expenditure Tracking

City-wide expenses during the reporting period were \$22.5 million, which is 9% of the annual revised expense budget of \$255.7 million. Year-to-date the amount is \$186.6 million and 82% of the budget.

Water Utility

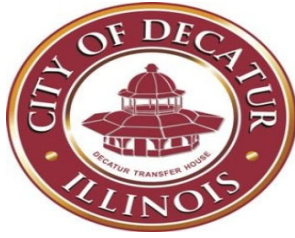
The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items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

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about \$1.2 million of expenses over revenue. In FY2021, the comparable was \$.78 million revenue over expenses. In debt payments for the Fiscal Year, about \$13.2 million has been paid out so far.

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

Headcount Staffing Across all Funds

Current full-time staffing level is 429 FTEs versus budget of 455 FTEs. There are 13 part-time employees.



Fiscal Year 2022

Fiscal Period Ending December 2022

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: December 2022

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund	24,496,514.51	5,390,497.09	4,734,326.27	22,742.08		25,175,427.41		25,175,427.41	0.00
	Special Revenue Funds									
16	COMMUNITY GRANT FUND	(11,248.38)	0.00	1,852.89	15,000.00		1,898.73		1,898.73	
17	HOME FUND	12,579.60	6,494.77	7,797.95	0.00		11,276.42		11,276.42	
18	CDBG FUND	(22,114.92)	260,982.91	223,651.96	0.00		15,216.03		15,216.03	
22	DUATS FUND	46,122.44	62,092.23	69,593.36	0.00		38,621.31		38,621.31	
25	STATE DRUG ENFORCEMENT	389,853.57	693.86	7,007.69	21,315.00		404,854.74		404,854.74	
26	DUI FINES AND FEES FUND	212,801.68	3,273.54	2,353.00	0.00		213,722.22		213,722.22	
27	POLICE LAB & PROGRAMS	186,195.79	211.07	0.00	0.00		186,406.86		186,406.86	
30	FEDERAL DRUG ENFORCEMENT	248,130.54	300.19	0.00	0.00		248,430.73		248,430.73	
34	BUILDING FUND	268,410.39	833,254.34	156,502.24	0.00		945,162.49		945,162.49	
35	LIBRARY FUND	2,453,905.54	153,484.07	966,385.38	0.00		1,641,004.23		1,641,004.23	
36	MUNICIPAL BAND FUND	90,168.87	1,106.88	224.00	0.00		91,051.75		91,051.75	
37	FOREIGN FIRE INSURANCE FUND	302,795.84	246.78	8,378.76	0.00		294,663.86		294,663.86	
42	LOCAL STREETS & ROADS	1,345,863.59	558,647.27	281,967.71	0.00		1,622,543.15		1,622,543.15	
46	MOTOR FUEL TAX FUND	6,469,698.11	285,175.33	521,611.63	0.00		6,233,261.81		6,233,261.81	
58	LIBRARY CAPITAL	534,640.98	600,347.73	0.00	0.00		1,134,988.71		1,134,988.71	
59	LIBRARY TRUST FUNDS	113,829.88	3,169.57	10,610.29	0.00		106,389.16		106,389.16	
82	DCDF FUND	158,637.25	1,499.21	77.99	0.00		160,058.47		160,058.47	
84	COMMUNITY REVITALIZATION	3,406,078.33	8,009,340.85	350,088.91	0.00		11,065,330.27		11,065,330.27	
85	GRANT FUND	282,889.03	140.59	120,900.00	0.00		162,129.62		162,129.62	
	Total Special Revenue Funds	16,489,238.13	10,780,461.19	2,729,003.76	36,315.00	0.00	24,577,010.56	0.00	24,577,010.56	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	1,102,827.83	429.34	857,977.50	0.00		245,279.67		245,279.67	
21	WABASH CROSSING TIF	2,030,701.78	1,317.67	0.00	0.00		2,032,019.45		2,032,019.45	
23	EASTGATE TIF FUND	192,649.15	19,134.01	0.00	0.00		211,783.16		211,783.16	
24	SOUTHSIDE TIF FUND	184,849.75	119.89	0.00	0.00		184,969.64		184,969.64	
28	PINES SHOPPING CENTER TIF	105,087.26	1,968.16	0.00	0.00		107,055.42		107,055.42	
29	GRAND & OAKLAND TIF	201,401.78	5,631.34	0.00	0.00		207,033.12		207,033.12	
	Total TIF & Redevelpmnt Funds	3,817,517.55	28,600.41	857,977.50	0.00	0.00	2,988,140.46	0.00	2,988,140.46	0.00
	Capital Funds									
40	PEG CAPITAL FUND	119,627.28	76.80	2,626.85	0.00		117,077.23		117,077.23	
44	2018 PROJECT FUND	1,317,109.10	115,586.71	861,406.97	0.00		571,288.84	0.00	571,288.84	
45	CAPITAL PROJECT FUND	26,248.03	46,864.43	13,277.36	0.00		59,835.10		59,835.10	(781,816.00)
61	EQUIPMENT REPLACEMENT	1,289,326.99	19,224.87	344,004.36	0.00		964,547.50		964,547.50	
99	AMERICAN RESCUE PLAN	17,433,344.39	(16,648,465.00)	50,077.77	2,000,000.00		2,734,801.62		2,734,801.62	
	Total Capital Funds	20,185,655.79	(16,466,712.19)	1,271,393.31	2,000,000.00	0.00	4,447,550.29	0.00	4,447,550.29	(781,816.00)

City of Decatur
Treasurer's Cash Report

Month of: December 2022

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	2,137,468.68	22,822.45	879,534.01	0.00		1,280,757.12		1,280,757.12	0.00
60	Internal Service Funds FLEET MAINTENANCE	365,486.56	348,053.08	351,657.65	0.00		361,881.99		361,881.99	
64	RISK MANAGEMENT	3,053,905.10	352,090.76	26,112.99	0.00		3,379,882.87		3,379,882.87	
65	INSURANCE FUND	1,381,341.77	905,779.18	1,549,207.65	0.00		737,913.30		737,913.30	
	Total Internal Service Funds	4,800,733.43	1,605,923.02	1,926,978.29	0.00	0.00	4,479,678.16	0.00	4,479,678.16	0.00
70	Enterprise Funds MASS TRANSIT - OPERATION	(3,059,398.38)	1,931,375.21	889,354.53	2,100,000.00		82,622.30		82,622.30	
77	FIBER OPTICS	535,940.32	4,703.17	282,648.10	0.00		257,995.39		257,995.39	
78	STORM WATER	3,061,693.69	122,034.31	248,615.25	0.00		2,935,112.75		2,935,112.75	
79	SEWER FUND	12,170,739.52	2,631,625.67	1,557,271.56	0.00		13,245,093.63		13,245,093.63	
80	WATER FUND	10,577,680.19	2,661,108.56	3,801,413.51	(13,503.75)		9,423,871.49		9,423,871.49	
81	WATER CAPITAL	3,526,869.44	4,009,942.06	1,565,387.68	0.00		5,971,423.82		5,971,423.82	781,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	(2,115,000.00)		10,385,000.00		10,385,000.00	
88	RECYCLING PROGRAM	324,283.59	74,027.67	91,203.49	0.00		307,107.77		307,107.77	
89	2022 BOND FUND	24,962,331.81	20,855.71	29,911.13	0.00		4,905,365.38	20,047,911.01	24,953,276.39	
	Total Enterprise Funds	64,600,140.18	11,455,672.36	8,465,805.25	(28,503.75)	0.00	47,513,592.53	20,047,911.01	67,561,503.54	781,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	2,373,467.87	309,982.61	777,807.55	0.00		1,905,642.93		1,905,642.93	
90	FIRE PENSION INVESTMENTS	82,291,253.89	4,926,207.34	1,558.94	0.00			87,215,902.29	87,215,902.29	
	TOTAL FIRE PENSION	84,664,721.76	5,236,189.95	779,366.49	0.00	0.00	1,905,642.93	87,215,902.29	89,121,545.22	
91	POLICE PENSION FUND CASH	9,181,064.42	183,378.01	880,643.02	2,868,334.43		11,352,133.84		11,352,133.84	
91	POLICE PENSION INVESTMENTS	106,839,134.46	9,073,327.23	45.39	(2,861,388.87)			113,051,027.43	113,051,027.43	
	TOTAL FIRE PENSION	116,020,198.88	9,256,705.24	880,688.41	6,945.56	0.00	11,352,133.84	113,051,027.43	124,403,161.27	
	Total Trust & Agency Funds	200,684,920.64	14,492,895.19	1,660,054.90	6,945.56	0.00	13,257,776.77		213,524,706.49	0.00
	Total City Funds	337,212,188.91	27,310,159.52	22,525,073.29	2,037,498.89	0.00	123,719,933.30	20,047,911.01	344,034,774.03	
Memorandum Items										
	Pooled Cash Investments							10,801,127.20	10,801,127.20	
	City Funds ex Trust & Agency	136,527,268.27	12,817,264.33	20,865,018.39	2,030,553.33	0.00	110,462,156.53	30,849,038.21	130,510,067.54	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: December 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
10 General	2020	8,296,671	9,275,978	9,688,689	7,932,274	7,953,057	7,793,619	8,152,494	9,790,220	10,145,372	9,070,165	9,265,579	7,617,009
	2021	8,542,498	8,764,962	12,423,940	11,749,497	13,476,379	15,158,613	16,606,553	17,109,697	16,329,193	16,599,570	17,582,288	15,997,078
	2022	16,508,817	17,581,483	18,637,900	19,162,684	21,897,328	22,149,361	21,634,475	22,980,772	22,386,688	23,574,133	24,496,515	25,175,427
16 Community Grant	2021	-	-	-	-	-	(720)	(1,644)	(2,952)	(4,974)	(5,821)	(7,680)	592
	2022	(8,186)	(8,384)	(9,360)	(1,818)	(9,022)	(9,126)	(9,559)	(9,559)	(10,306)	(11,248)	(11,248)	1,899
17 HOME	2020	58,171	63,167	64,682	65,679	68,990	72,992	76,881	76,810	78,493	79,174	80,234	78,765
	2021	82,742	83,666	84,726	85,829	86,429	59,794	60,596	62,353	63,293	77,869	64,673	181,040
	2022	181,729	182,752	179,749	180,878	186,470	186,980	5,362	(943)	(351)	7,762	12,580	11,276
18 CDBG	2020	6,590	9,041	9,296	9,519	5,258	1,655	(210,259)	(162,671)	(211,294)	(213,535)	(215,415)	642
	2021	19,245	54,686	10,041	10,041	15,889	5,506	(206,918)	(208,778)	11,078	11,189	(26,508)	10,948
	2022	11,209	11,120	(21,051)	(19,199)	(2,607)	10,048	6,772	3,502	1,645	(18,088)	(22,115)	15,216
19 Olde Towne TIF	2020	78,936	78,987	79,675	79,678	79,680	(90,533)	212,774	467,568	-	823,319	866,329	79,848
	2021	93,791	147,360	147,447	147,447	147,447	70,506	571,214	577,245	709,376	987,798	1,005,655	197,888
	2022	197,888	197,888	197,903	197,903	197,946	129,972	569,879	644,914	930,707	1,040,104	1,102,828	245,280
20 Southeast TIF	2020	19,444	17	8,703	17,284	124	8,717	130,851	144	10,770	141,952	152,461	26,570
	2021	27,227	27,227	27,232	5	5	15	178,106	178,106	302,627	6,961	15,896	-
	2022	-	-	-	-	-	-	-	-	-	-	-	-
21 Wabash TIF	2020	826,965	827,504	828,651	828,679	828,707	829,845	896,454	869,354	935,827	943,340	943,593	1,115,501
	2021	1,349,330	1,349,330	1,349,646	1,349,646	1,349,646	1,350,520	1,520,045	1,520,045	1,580,840	1,689,898	1,690,462	1,691,620
	2022	1,691,620	1,691,620	1,691,752	1,691,752	1,691,872	1,691,910	1,767,564	1,769,012	1,826,669	1,835,774	2,030,702	2,032,019
22 DUATS	2020	335	63,201	48,202	48,051	50,383	60,605	63,240	63,242	41,217	63,218	62,983	31,799
	2021	49,456	51,308	56,842	56,502	54,832	58,987	58,812	47,701	52,841	52,379	73,255	73,256
	2022	84,761	84,761	85,396	84,994	84,415	84,417	79,536	76,507	56,852	51,360	46,122	38,621
23 East Gate TIF	2020	264,003	282,998	300,481	317,552	324,674	18,037	44,902	162,791	180,103	208,531	243,355	261,205
	2021	279,195	296,575	314,143	335,150	352,650	370,374	430,984	459,890	511,662	325,806	343,400	361,030
	2022	378,530	396,030	414,011	431,661	449,589	467,548	550,649	612,018	153,991	174,195	192,649	211,783
24 Southside TIF	2020	89,833	89,892	90,035	90,038	90,041	59,000	59,005	100,602	100,702	102,628	102,655	102,666
	2021	102,735	102,735	102,763	102,763	102,763	102,835	146,253	146,253	146,270	148,287	148,321	148,375
	2022	148,375	148,375	148,387	148,387	148,397	148,401	190,167	192,266	192,292	184,690	184,850	184,970
25 State Drug	2020	203,517	228,717	216,717	194,215	197,228	178,719	175,465	181,665	192,639	164,356	237,672	263,300
	2021	228,606	277,014	245,998	241,640	237,645	244,414	300,292	279,508	294,722	253,171	246,045	295,565
	2022	283,544	300,100	286,712	296,462	289,199	346,125	341,403	346,913	353,897	373,420	389,854	404,855
26 DUI	2020	229,507	211,043	223,169	227,377	233,934	247,843	245,864	267,645	264,925	236,261	240,716	234,248
	2021	501,181	481,579	476,366	425,979	432,432	434,306	445,170	449,343	446,562	336,932	324,074	233,735
	2022	234,847	225,128	226,501	224,470	196,574	199,692	206,348	198,768	202,455	208,087	212,802	213,722

City of Decatur
Monthly Fund Balance History

Period Ending: December 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
27 Police Lab	2020	209,760	210,051	210,466	210,454	192,461	192,160	191,527	191,851	191,972	189,820	189,969	190,115
	2021	190,205	189,521	189,574	189,764	189,826	189,443	187,865	187,988	187,580	187,745	187,142	187,337
	2022	187,337	187,337	187,351	187,441	187,545	180,184	179,987	185,804	185,922	185,966	186,196	186,407
28 Pines TIF	2020	98,532	97	2,683	5,213	9,041	11,643	14,175	53,771	56,332	94,227	97,597	100,385
	2021	103,275	106,124	108,982	5,653	8,486	11,360	50,752	53,585	92,993	95,825	98,673	101,591
	2022	104,423	107,256	110,214	113,114	14,482	17,433	56,771	59,673	99,076	102,050	105,087	107,055
29 Grand/Oakland TIF	2020	166,878	165	5,741	11,222	10,723	16,323	21,806	83,650	89,180	157,219	156,545	161,967
	2021	167,574	172,987	178,448	17,658	16,284	21,773	92,235	97,648	168,119	173,558	178,997	184,570
	2022	189,983	195,396	200,911	206,411	39,269	44,772	114,613	120,132	189,809	195,651	201,402	207,033
30 Federal Drug	2020	132,237	129,723	129,771	129,775	129,780	266,617	266,626	261,140	272,252	272,252	274,999	274,999
	2021	274,999	274,999	274,999	274,999	250,999	250,549	261,561	261,561	265,152	265,152	265,152	265,152
	2022	265,152	263,952	263,952	263,952	252,674	252,674	252,674	247,679	247,679	247,989	248,131	248,431
34 Building	2020	930,823	713,327	733,419	447,419	459,843	169,755	133,534	142,422	111,987	119,445	123,869	220,922
	2021	233,999	246,982	264,231	271,861	283,471	268,545	269,042	194,401	207,035	209,690	207,593	199,313
	2022	214,970	222,230	232,449	234,924	245,892	234,800	236,621	499,207	425,194	311,116	268,410	945,162
35 Library	2020	1,174,592	947,971	712,219	451,545	265,528	24,694	602,238	1,244,500	1,136,872	1,901,255	1,717,359	1,469,875
	2021	1,351,862	1,098,707	833,977	582,710	463,087	212,852	1,590,859	1,505,165	1,904,149	2,191,658	1,963,435	1,551,584
	2022	1,394,340	1,133,041	950,659	841,580	818,201	570,693	1,887,247	1,865,572	2,471,325	2,629,489	2,453,906	1,641,004
36 Band	2020	34,835	35,340	36,232	37,077	35,922	36,815	54,072	62,555	60,792	96,501	98,740	99,930
	2021	101,531	100,790	101,642	97,861	98,691	94,322	116,819	91,217	90,063	99,387	101,187	103,384
	2022	102,149	102,973	103,805	99,332	97,162	86,412	91,417	75,521	86,414	87,415	90,169	91,052
37 Foreign Fire Ins	2020	199,066	180,822	168,040	156,693	136,604	118,001	110,979	100,585	88,446	229,201	221,448	168,424
	2021	161,821	158,616	150,718	145,650	132,640	111,867	93,378	75,870	66,079	215,479	206,540	184,140
	2022	179,836	172,766	170,634	156,319	150,193	144,358	137,576	134,209	130,552	310,432	302,796	294,664
40 PEG	2020	88,440	99,632	97,294	78,720	91,122	86,573	87,415	98,996	96,616	96,787	101,008	97,188
	2021	94,643	108,901	106,384	106,783	118,060	93,541	90,361	104,307	101,776	99,231	111,809	107,649
	2022	107,854	118,867	115,850	115,128	125,274	103,290	100,763	113,396	110,387	110,376	119,627	117,077
42 Local Streets	2020	2,154,047	1,701,201	1,719,367	1,833,983	1,934,004	2,057,359	1,893,879	1,048,604	1,248,373	1,384,107	1,523,161	1,594,839
	2021	1,720,340	1,231,170	1,060,236	1,188,830	1,331,808	953,625	1,098,868	777,165	928,078	980,180	1,210,702	1,352,172
	2022	1,089,792	659,660	781,590	921,181	1,053,048	1,231,283	1,394,715	995,275	1,165,384	596,314	1,345,864	1,622,543

City of Decatur
Monthly Fund Balance History

Period Ending: December 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
44 2018 Project	2020	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865
	2021	5,400,299	5,390,508	4,967,657	4,739,770	3,981,357	3,951,389	3,627,985	3,906,277	3,413,375	3,261,631	3,026,368	2,961,646
	2022	2,961,681	2,959,059	2,933,908	2,933,705	2,581,991	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	571,289
45 Capital	2020	650,896	604,380	100,107	95,110	90,113	85,612	80,626	75,629	70,718	65,728	60,749	85,761
	2021	80,761	75,761	70,781	95,781	90,781	85,842	80,842	75,842	70,851	65,851	60,872	85,874
	2022	80,874	75,874	70,880	65,880	60,884	55,886	93,844	72,937	54,062	38,647	26,248	59,835
46 MFT	2020	1,997,793	1,611,088	1,912,952	1,031,878	2,051,705	2,151,198	2,740,584	3,526,414	3,474,512	3,370,794	2,852,383	1,274
	2021	(810,696)	(1,248,260)	(531,701)	(767,034)	393,260	640,275	591,346	805,587	922,868	1,113,347	4,230,738	5,013,575
	2022	3,202,899	4,255,630	5,448,066	5,284,047	5,473,995	5,644,056	5,722,201	5,179,310	6,155,968	6,388,240	6,469,698	6,233,262
50 Debt	2020	1,417,335	184,845	217,265	248,430	279,596	201,583	841,070	1,159,062	1,269,915	2,058,349	2,134,004	1,340,180
	2021	1,411,681	170,655	204,754	239,134	273,514	214,028	984,872	796,718	1,172,282	1,382,301	1,436,458	1,449,278
	2022	1,470,257	194,913	216,707	238,436	260,225	197,439	1,766,498	1,630,538	1,962,963	2,079,998	2,137,469	1,280,757
58 Library Capital	2020	331,334	331,550	331,956	331,968	331,979	332,435	332,456	332,468	332,816	332,855	332,948	332,995
	2021	332,995	332,995	333,087	333,087	333,087	333,323	333,323	333,323	333,369	333,369	333,459	533,467
	2022	533,467	533,467	533,508	533,508	533,539	533,551	533,551	533,566	533,647	534,307	534,641	1,134,989
59 Library Trust	2020	200,783	199,199	196,557	193,563	185,957	183,861	181,801	180,238	177,478	173,694	170,311	166,919
	2021	165,705	161,597	159,149	155,493	152,841	150,620	147,930	145,487	140,892	134,967	133,743	130,222
	2022	123,283	124,896	124,850	120,633	122,168	122,740	118,163	116,520	117,333	114,433	113,830	106,389
60 Fleet Maintenance	2020	221,030	270,480	294,439	317,620	346,245	373,752	414,823	444,682	447,115	422,377	457,409	149,308
	2021	233,284	233,908	245,915	257,942	316,195	364,187	357,899	271,836	286,108	330,897	302,086	257,703
	2022	345,217	357,356	359,537	394,122	369,365	373,412	440,701	348,364	360,233	393,597	365,487	361,882
61 Equip Replacement	2020	1,044,229	897,469	895,719	792,200	780,592	653,270	617,723	456,886	284,519	228,202	530,475	1,491,081
	2021	1,489,266	330,297	326,848	204,042	196,678	1,293,637	1,177,102	1,683,792	299,989	299,444	215,954	1,718,457
	2022	1,617,148	1,500,204	1,247,579	1,269,855	1,070,334	1,060,299	1,911,505	1,587,893	1,284,232	1,283,431	1,289,327	964,548
64 Risk Management	2020	2,114,005	2,213,817	2,043,659	2,175,457	2,227,499	2,290,856	2,427,958	2,482,665	2,553,145	2,020,135	2,187,222	2,388,311
	2021	2,546,775	2,719,222	2,646,839	2,711,471	2,666,960	2,378,416	2,268,115	2,497,999	2,922,085	1,619,778	1,686,232	1,862,084
	2022	2,065,169	2,363,488	2,564,130	2,566,192	2,814,442	3,078,969	3,285,634	3,568,182	3,887,402	2,805,413	3,053,905	3,379,883
65 Employee Benefit	2020	2,488,079	2,594,310	2,462,144	2,901,018	2,932,384	2,987,005	3,037,226	3,051,352	2,877,168	3,150,805	3,055,402	2,925,999
	2021	2,594,522	2,489,930	2,309,608	2,049,226	1,656,575	1,414,059	1,256,464	878,943	896,593	825,593	776,992	969,922
	2022	1,212,657	1,212,173	1,690,927	1,414,344	1,350,728	1,168,523	1,064,938	1,195,062	1,648,128	1,499,754	1,381,342	737,913

City of Decatur
Monthly Fund Balance History

Period Ending: December 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
70 Mass Transit	2020	(434,009)	(51,268)	1,526,744	926,177	826,072	(194,443)	(911,444)	293,856	1,201,202	919,855	819,142	239,502
	2021	110,833	(622,178)	260,658	1,306,276	1,539,990	(168,998)	(810,268)	(936,429)	(1,732,875)	(2,389,308)	(2,178,935)	245,319
	2022	(1,206,744)	(1,795,357)	(1,223,765)	(1,507,031)	(1,812,186)	(2,236,044)	(2,492,261)	(671,031)	(1,402,893)	(2,423,297)	(3,059,398)	82,622
77 Fiber Optics	2020	116,598	112,837	112,676	110,130	108,913	107,781	108,350	107,134	101,359	101,481	98,194	88,478
	2021	84,758	85,349	82,648	82,778	82,008	78,928	99,587	1,097,917	1,099,028	1,094,754	1,073,690	947,982
	2022	950,580	1,096,467	1,089,309	1,089,946	1,087,150	1,087,086	982,090	982,421	610,622	567,393	535,940	257,995
78 Storm Water	2020	2,681,840	2,733,496	2,788,874	2,886,450	2,854,796	2,917,339	2,883,026	2,936,827	2,877,204	2,953,393	2,917,053	3,043,827
	2021	3,096,740	2,923,826	2,956,930	3,020,392	3,002,030	3,051,218	3,100,740	3,153,422	3,174,196	3,231,246	3,089,043	3,181,979
	2022	3,192,117	2,998,790	3,043,814	3,134,314	3,103,606	3,150,863	3,248,338	3,295,389	3,308,325	3,360,976	3,061,694	2,935,113
79 Sewer	2020	9,435,199	9,854,338	10,430,379	9,901,401	8,997,995	9,972,040	10,149,063	10,331,199	10,290,821	10,251,807	10,356,619	10,261,602
	2021	10,148,807	9,868,811	9,473,457	9,445,910	9,665,150	9,582,488	9,782,240	13,032,024	13,186,459	13,266,446	13,606,037	13,759,354
	2022	13,826,258	13,654,015	13,823,763	13,960,685	14,355,274	13,690,556	13,612,470	13,652,463	13,033,372	13,008,632	12,170,740	13,245,094
80 Water	2020	6,183,302	392,615	1,635,164	2,773,183	3,287,119	4,038,371	5,795,053	3,116,473	4,759,870	6,144,172	6,340,565	5,136,178
	2021	6,409,824	412,243	1,826,521	3,190,202	4,310,991	5,411,941	6,964,231	6,106,048	7,818,222	9,444,043	10,575,024	7,015,243
	2022	8,117,432	2,036,544	3,681,953	5,256,943	6,381,928	7,849,911	7,265,970	6,303,720	9,770,546	9,401,952	10,577,680	9,423,871
81 Water Capital	2020	2,677,432	2,350,762	3,324,468	3,319,235	2,877,849	2,371,843	2,040,796	3,661,530	3,381,638	3,031,456	3,180,376	2,796,525
	2021	2,778,544	2,675,054	2,554,943	2,178,532	2,154,549	1,971,062	1,960,865	7,653,986	7,635,822	7,613,480	6,879,114	9,161,123
	2022	9,054,235	8,849,172	8,771,774	8,616,582	8,330,984	6,483,985	7,692,318	5,717,365	4,825,943	5,203,951	3,526,869	5,971,424
82 DCDF	2020	141,107	138,450	139,565	140,837	142,110	138,158	139,057	140,376	141,542	142,810	144,033	145,301
	2021	146,231	144,614	145,769	147,037	148,225	145,635	146,375	147,258	148,622	149,303	150,766	152,140
	2022	153,508	151,688	152,545	153,913	155,275	152,078	152,932	154,276	155,560	157,169	158,637	160,058
84 Community Revit	2020	638,819	593,916	608,959	1,740,524	1,731,620	1,732,620	1,728,016	1,696,405	1,696,863	1,604,932	1,548,059	1,548,290
	2021	1,548,290	1,547,940	1,527,973	1,519,723	1,557,767	1,562,574	1,580,435	5,463,750	5,434,178	5,392,895	5,295,378	5,373,022
	2022	5,353,172	5,250,016	5,137,394	4,937,130	4,808,881	4,573,775	4,320,380	4,223,907	4,148,558	3,924,044	3,406,078	11,065,330
85 Grants	2020	-	-	-	-	-	-	-	-	(266,691)	(516,476)	(135,746)	1,062
	2021	(1,177,714)	(958,066)	(482,811)	(328,577)	(345,292)	(661,172)	(666,961)	(37,423)	298,660	288,012	284,371	81,587
	2022	81,587	282,378	282,378	282,378	282,378	282,378	282,378	282,378	282,378	282,728	282,889	162,130
86 Water Debt	2020	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	10,653,000
	2021	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	9,828,000
	2022	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	10,385,000
88 Recycling	2020	132,535	124,096	127,553	133,873	133,845	130,340	131,197	184,449	140,721	135,491	133,122	143,806
	2021	137,176	134,713	150,796	151,861	148,386	153,430	152,667	165,071	224,967	192,589	216,727	230,932
	2022	240,548	243,307	270,066	289,718	314,965	325,009	320,343	345,681	348,757	354,226	324,284	307,108

City of Decatur
Monthly Fund Balance History

Period Ending: December 2022

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
89 Water Bond	2020	371,155	371,397	371,535	371,548	371,560	371,574	371,587	347,158	217,329	217,329	217,329	217,329
	2021	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329	217,329
	2022	217,329	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
99 American Rescue Plan	2021	-	-	-	-	-	16,911,068	16,911,068	2,415,664	2,280,713	2,183,262	2,183,262	1,998,097
	2022	1,798,097	1,731,358	1,581,952	1,482,508	1,441,549	18,205,675	18,049,088	17,870,212	17,778,995	17,547,137	17,433,344	2,734,802
Total City Funds	2020	66,326,394	59,328,263	63,339,447	61,986,652	61,943,064	61,300,804	64,629,544	67,936,933	69,412,081	71,262,473	72,179,232	63,053,790
	2021	65,121,665	54,911,485	60,455,485	60,836,641	64,191,851	81,644,307	86,725,388	86,341,738	87,198,250	87,553,173	92,085,817	90,602,354
	2022	91,439,738	84,767,123	89,473,919	115,559,271	118,705,284	134,001,607	138,092,613	137,050,815	139,620,603	138,244,894	136,527,268	130,510,068
90 Fire Pension	2020	72,608,249	72,352,094	71,847,284	71,298,290	71,344,251	70,970,136	71,958,243	72,722,435	72,846,290	74,697,841	74,344,841	75,015,244
	2021	74,468,832	73,985,673	73,653,661	73,198,390	72,777,449	72,687,537	76,599,900	76,372,891	77,269,548	77,399,895	78,374,436	80,953,016
	2022	80,311,491	79,671,694	79,071,932	78,438,007	77,806,491	77,672,050	79,415,598	98,451,261	89,075,879	82,421,033	84,664,722	89,121,545
91 Police Pension	2020	99,514,419	99,142,676	99,134,621	98,527,668	98,290,046	98,099,077	98,907,965	99,660,914	99,645,370	100,818,835	100,839,635	102,360,461
	2021	102,188,690	102,804,193	102,835,309	102,709,816	102,659,205	103,051,259	105,288,247	105,062,302	106,200,649	106,650,630	106,267,354	110,767,742
	2022	110,482,806	110,892,433	112,131,970	111,662,507	111,081,841	110,871,826	113,035,219	112,877,418	113,699,541	113,386,379	116,020,199	124,403,161
Total All Funds	2020	238,449,062	230,823,033	234,321,351	231,812,610	231,577,361	230,370,017	235,495,752	240,320,281	241,903,741	246,779,149	247,363,707	240,429,495
	2021	241,779,187	231,701,351	236,944,455	236,744,847	239,628,504	257,383,103	268,613,536	267,776,932	270,668,448	271,603,698	276,727,607	282,323,112
	2022	282,234,035	275,331,250	280,677,820	305,659,785	307,593,616	322,545,482	330,543,430	348,379,494	342,396,023	334,052,306	337,212,189	344,034,774

City of Decatur
Treasurer's Investment Report

Month of : December, 2022

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 2022	BTD Interest Received
US Treasury Bond		03/31/22	0.37500%	0.00	-	0.00	-	2,812.50	8,437.50
US Treasury Bond	Feb - Aug	08/31/22	0.12500%	0.00	-	0.00	-	2,187.50	4,375.00
US Treasury Bond	May - Nov	11/30/22	0.12500%	0.00	-	0.00	-	1,250.00	2,382.81
US Treasury Bond	Sep - Mar	03/31/23	1.50000%	1,825,000.00	1,819,505.86	1,812,170.25	(1,071.43)	10,178.57	10,178.57
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	1,750,000.00	1,694,013.67	1,697,167.50			
US Treasury Bond	May - Nov	11/30/23	0.50000%	3,225,000.00	3,182,937.50	3,102,804.75	-	11,125.00	11,125.00
US Treasury Bond	Dec - Jun	06/15/24	0.25000%	1,500,000.00	1,490,683.59	1,407,780.00	1,875.00	3,750.00	5,625.00
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	1,600,000.00	1,599,062.50	1,494,752.00	-	6,000.00	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	1,000,000.00	995,429.69	931,990.00	-	3,750.00	3,750.00
Federated US Treasury Cash Reserves		Liquid		19,494.39	19,494.39	32,870.31	826.34	2,349.23	0.00
Total Investment(s)				10,919,494.39	10,801,127.20	10,479,534.81	1,629.91	43,402.80	51,873.88

Water Capital Bond
1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Interest Rate	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2022	BTD Interest Received
United States Treasury Bill Zero 27 Sep 2022		9/27/2022		-	-	-	-	4,541.67	4541.67
United States Treasury Bill Zero 25 Oct 2022		10/25/2022		-	-	-	-	7,572.50	7,572.50
United States Cash Management Bill Zero 29 Nov 2022	May-Nov	11/29/2022		-	-	-	-	12,547.71	12,547.71
United States Treasury Bill Zero 22 Dec 2022	Jun-Dec	12/22/2022	0.760%	-	-	-	11,262.50	11,262.50	11,262.50
United States Treasury Bill Zero 29 Dec 2022	Jun-Dec	12/29/2022	1.120%	-	-	-	16,599.92	16,599.92	16,599.92
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%	2,000,000.00	1,973,555.00	1,973,555.00			
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	1,990,820.00	-	1,875.00	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	1,979,520.00	-	362.02	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	1,976,720.00	-	928.96	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	1,964,300.00	-	778.69	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	1,955,620.00	-	(264.95)	(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	1,951,400.00	-	(163.04)	(163.04)
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	3,100,000.00	2,982,785.16	2,979,906.00	(11,300.95)	(11,300.95)	(11,300.95)
BlackRock Liquidity Funds Treasury Trust Fund Portfolio				118,321.01	118,321.01	174,936.73	1,186.35	5,986.68	
Total Investment(s)				20,518,321.01	20,047,911.01	20,174,090.06	17,747.82	50,726.71	44,740.03
GRAND TOTALS:				31,437,815.40	30,849,038.21	30,653,624.87	19,377.73	94,129.51	96,613.91

Pooled Cash		Journal Entry						
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees			(2,129.12)		(2,081.63)	(2,067.63)	0.00	(6,278.38)
Interest (Income)		1,629.91	8,805.76	8,269.08	17,983.39	7,008.36	0.00	43,696.50
		1,629.91	6,676.64	8,269.08	15,901.76	4,940.73	-	37,418.12
Water Capital Bond		Journal Entry						
		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees		0.00				(4,002.05)	-	(4,002.05)
Interest (Income)		17,747.82			8,487.21	43,425.85	-	51,913.06
		17,747.82	-	-	8,487.21	39,423.80	-	47,911.01



home

debt liquidated

gz approved

Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref) Issue	Debt at 1/1/2022	New Draws in 2022	FY22 Principal Payments	FY22 Interest Payments	Debt at 12/31/2022	FY22 Total Debt Payments	
							1st	2nd								
Bond Debt											input	input	input	input		
Amort sch #																
13	2010C Bonds	Parking Garage Renovation	2010	2024	19/50	19/TL	6/15	12/15	2,800,000.00	755,000.00		240,000.00	30,200.00	515,000.00	270,200.00	ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012	2025	50	Tax Levy	3/1	9/1	8,030,000.00	2,890,000.00		695,000.00	61,806.25	2,195,000.00	756,806.25	ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013	2025	80	80	3/1	9/1	17,220,000.00	6,660,000.00		1,540,000.00	290,000.00	5,120,000.00	1,830,000.00	ok
25	2014 Bonds	Lake Decatur Dredging	2014	2034	80	80	3/1	9/1	24,055,000.00	17,875,000.00		1,035,000.00	817,737.50	16,840,000.00	1,852,737.50	ok
32	2015 Bonds	Lake Decatur Dredging	2015	2035	80	80	3/1	9/1	23,305,000.00	18,160,000.00		970,000.00	769,425.00	17,190,000.00	1,739,425.00	ok
39	2016 Bonds	Lake Decatur Dredging	2016	2036	80	80	3/1	9/1	22,205,000.00	18,755,000.00		890,000.00	826,006.26	17,865,000.00	1,716,006.26	ok
48	2017 Bonds	Refunding of 2008 GO Bonds	2017	2024	80	80	6/15	12/15	6,275,000.00	2,505,000.00		1,045,000.00	100,200.00	1,460,000.00	1,145,200.00	ok
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018	2038	80/50	80/TL	3/1	9/1	25,810,000.00	23,305,000.00		905,000.00	1,138,100.00	22,400,000.00	2,043,100.00	ok
53	2019 Bonds	Refunding of 2010A GO Bonds	2019	2030	50	Tax Levy +	6/15	12/15	6,720,000.00	5,845,000.00		675,000.00	153,968.00	5,170,000.00	828,968.00	ok
54	2019B Bonds	Library Projects / Police Radio refund	2019	2034	34/50	34/10	6/15	12/15	2,300,000.00	1,900,000.00		200,000.00	43,890.00	1,700,000.00	243,890.00	ok
57	2020 Bonds	Refunding of 2010B GO Bonds	2020	2030	80/19	80/19	6/15	12/15	18,050,000.00	16,375,000.00		1,770,000.00	343,875.00	14,605,000.00	2,113,875.00	ok
63	2022 Bonds	Water & Sewer Infrastructure	2022	2042	80	80	3/1	9/1	24,840,000.00	-	24,840,000.00	-	339,480.00	24,840,000.00	339,480.00	ok
xxx																xx
Total Bond Debt									181,610,000.00	115,025,000.00	24,840,000.00	9,965,000.00	4,914,688.01	129,900,000.00	14,879,688.01	
Promissory Notes & Loans Payable																
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002	2022	80	80	6/1	12/1	7,172,169.35	120,461.54		120,461.54	1,749.70	-	122,211.24	liquidated
16	IEPA Water Loan	Water Projects (L172552)	2011	2031	80	80	1/10	7/10	6,993,328.01	3,616,805.77		361,680.58	-	3,255,125.19	361,680.58	ok
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013	2034	79	79	4/16	10/16	7,589,672.70	5,262,997.60		359,847.63	99,847.93	4,903,149.97	459,695.56	ok
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015	2022	61	61	5/4		439,939.77	67,216.18		67,216.18	1,545.85	-	68,762.03	liquidated
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015	2035	79	79	1/8	7/8	2,172,218.21	1,613,975.28		101,004.60	31,697.54	1,512,970.68	132,702.14	ok
35	First Mid Bank & Trust (Soy Cap)	Motorola Radio System	2015	2022	10/70	10/70	1/5		1,000,000.00	139,926.47		139,926.47	3,885.29	-	143,811.76	ok
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016	2023	42	42	2/15	8/15	7,500,000.00	2,142,857.20		1,071,428.56	54,243.31	1,071,428.64	1,125,671.87	ok
44	Busey Bank	Public Works Heavy Equipment (26530)	2017	2022	61	61	Qtry	Qtry	180,624.00	28,991.83		28,991.83	393.24	-	29,385.07	liquidated
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016	2038	79	79	3/17	9/17	8,540,318.96	7,254,770.15		382,829.67	125,290.89	6,871,940.48	508,120.56	ok
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017	2038	78	78	5/21	11/21	3,581,182.00	3,131,272.51		165,235.29	54,077.51	2,966,037.22	219,312.80	ok
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019	2040	79	79	1/23	7/23	4,647,112.64	4,466,336.68		195,360.26	88,354.80	4,270,976.42	283,715.06	ok
56	Regions 2020 Promissory Note	Johnson Controls Initiative refund of 2013	2020	2028	various	80/10/60/70	2/15	8/15	13,417,000.00	11,673,000.00		1,441,000.00	220,623.03	10,232,000.00	1,661,623.03	ok
58	Regions 2021 Vehicle Note	Fire Apparatus / Police & Fire Interceptors	2021	2028	61	10	1/15 5/21 7/15 11/21		1,600,842.22	1,488,662.75		361,041.01	41,306.11	1,127,621.74	402,347.12	ok
59	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Aerial (xxxx4366)	2021	2028	61	10	3/15	9/15	820,633.00	820,633.00		59,425.99	12,719.81	761,207.01	72,145.80	ok
60	Hickory Point Bank Vehicle Note	Fire Apparatus Pierce Pumper (xxxx4379)	2021	2028	61	10	3/15	9/15	569,681.00	569,681.00		41,253.35	8,830.06	528,427.65	50,083.41	ok
61	Hickory Point Bank Vehicle Note	Public Works Street Sweeper (xxxx4382)	2021	2028	61	10	3/15	9/15	301,958.50	301,958.50		41,769.21	4,465.79	260,189.29	46,235.00	ok
62	Busey Bank	Police Interceptors (12) (65130)	2022	2023	61	10	3/15	9/15	616,940.00	-	616,940.00	308,245.79	4,957.87	308,694.21	313,203.66	ok
xx	xxx								-	-		-	-	-	-	xx
xx	xxx								-	-		-	-	-	-	xx
xx	xxx								-	-		-	-	-	-	xx
Total Notes & Loans Payable									67,143,620.36	42,699,546.46	616,940.00	5,246,717.96	753,988.73	38,069,768.50	6,000,706.69	
Capital Leases																
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017	2023	61	61	3/1		428,380.00	149,648.58		73,933.01	3,608.03	75,715.57	77,541.04	ok
47	Huntington National Bank (PNC)	Public Works Dump Trucks (2) (211637)	2018	2024	61	61	3/2	9/2	331,508.00	149,485.15		48,174.18	4,631.04	101,310.97	52,805.22	ok
xxx									-	-		-	-	-	-	xx
xxx									-	-		-	-	-	-	xx
Total Capital Leases									759,888.00	299,133.73	-	122,107.19	8,239.07	177,026.54	130,346.26	
Total City Debt									249,513,508.36	158,023,680.19	25,456,940.00	15,333,825.15	5,676,915.81	168,146,795.04	21,010,740.96	
											debt in period					

Note(s)

- 1
2
3

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	

Fire Station New Construction - Status of 2018 Project Fund 44

Bond Issuance	2018	Fund Description	Accounts for capital improvements that are financed by the proceeds from the issuance of bonds
Par Value of Bonds	8,000,000	The 2018 GO Bonds included proceeds to finance the construction of three (3) new fire stations, replacing station 3 Fairview Millikin, station 5 Brentwood, and station 7 Airport.	
Premium	806,021		
Total Source of Funds	8,806,021		
Total Use of Funds	8,806,021	On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of the construction of the three fire stations.	
Underwriter's Discount	56,000		
Bond Insurance	26,104		
Closing Costs	41,770	The 2018 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Busey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.	
Bond Proceeds	8,682,147		

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

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

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

19,000			19,000
	2,170,248		2,170,248
		500	500
19,000	2,170,248	500	2,189,748

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

262,892			262,892
	421,289		421,289
		81,040	81,040
262,892	421,289	81,040	765,222

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	
Revenues													
Investment Income	108	1	6,143	2	1	(3,129)	1	2,206	347	2	(94)	34	5,621
Gain/Loss from investment	-	-	(6,715)	-	-	-	-	(5,012)	-	-	-	-	(11,727)
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000
Expenditures													
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,740
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	53,581	318,237
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	198,902	493,249	151,746	235,169	64,755	3,219,114
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645	

2,760,740			2,760,740
	140,136		140,136
		318,237	318,237
2,760,740	140,136	318,237	3,219,114

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	2,961,645	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	
Revenues													
Investment Income	35	(175)	152	-	127	38	-	41	378	2,755	952	587	4,890
Gain/Loss from investment	-	34	-	(204)	-	-	-	-	-	-	116	-	(54)
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Income	-	-	-	-	-	-	-	-	-	-	-	115,000	-
Expenditures													
No project code	-	-	-	-	-	-	-	1,408	4,755	5,678	-	-	11,841
Fire Station 3	-	-	233	-	38,746	142,384	-	(543)	-	-	4,095	-	184,914
Fire Station 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Station 7	-	2,480	25,070	-	313,094	13,321	3,680	374,700	4,945	9,558	705,182	861,407	2,313,438
Total Expenditures	-	2,480	25,303	-	351,841	155,704	3,680	375,565	9,700	15,235	709,277	861,407	2,498,352
Ending cash available	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	571,289	

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

note 1 final number construction costs excludes \$600.00 earnest payment for property acquisition in 2017

note 2 final number construction costs

note 3 construction costs for fire station 7

note 4 transfer from other funds (\$480k) consists of \$350k CUREs reimbursement and \$130k reimbursement from fund 42 for IDOT related station 3 road work

Reconciliation	Bond proceeds	8,682,147	Construction cost
	Interest income	323,448	
	Gain/Loss	(11,780)	
note 4	Transfer from Other Funds	480,000	
	Total available for spend	9,473,814	

available funds	3,231,642	3,056,430	3,185,742	9,473,814
yet to spend	(4,094)	0	957,093	947,3814
Funding issue	-	-	484,868	484,868

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

Period Ending: December 2022

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,116,361	5,383,440	6,895,609	5,860,301	7,719,419	5,504,293	11,793,202	6,786,076	8,539,955	7,242,532	6,196,886	5,390,497	83,428,571	
Budget Projection	5,082,157	5,406,440	5,200,820	5,392,154	6,048,341	6,877,644	11,727,842	5,730,766	7,951,282	7,567,673	5,543,199	5,671,681	78,200,000	78,200,000
Vs budget in month	1,034,204	(23,000)	1,694,789	468,146	1,671,078	(1,373,351)	65,360	1,055,310	588,673	(325,141)	653,686	(281,184)		
Vs budget to date	1,034,204	1,011,204	2,705,993	3,174,140	4,845,218	3,471,867	3,537,227	4,592,537	5,181,210	4,856,069	5,509,755	5,228,571	5,228,571	
EXPENSE														
Personnel Expense														
Actual	3,648,639	3,284,227	4,893,107	3,654,083	3,391,549	3,852,419	8,327,550	4,143,008	8,062,926	4,347,795	3,776,957	3,372,089	54,754,350	
Budget Projection	3,626,837	3,626,837	5,358,426	3,626,837	3,626,837	3,626,837	9,063,177	3,626,837	9,194,766	3,626,837	3,626,837	5,061,157	57,692,227	57,692,227
Vs budget in month	21,802	(342,610)	(465,319)	27,246	(235,288)	225,582	(735,627)	516,171	(1,131,840)	720,958	150,120	(1,689,069)		74%
Vs budget to date	21,802	(320,809)	(786,128)	(758,882)	(994,170)	(768,588)	(1,504,216)	(988,045)	(2,119,885)	(1,398,928)	(1,248,808)	(2,937,877)	(2,937,877)	of GF Expense
Operating Expense														
Actual	1,988,226	998,929	961,890	1,683,079	1,586,109	1,407,407	3,972,540	1,312,012	1,080,926	1,703,883	1,500,294	1,362,238	19,557,532	
Budget Projection	1,654,672	1,389,401	1,357,522	1,527,884	1,432,016	1,384,333	1,342,975	3,711,808	1,327,050	1,492,125	1,361,113	2,526,874	20,507,773	20,507,773
Vs budget in month	333,554	(390,473)	(395,632)	155,195	154,093	23,074	2,629,565	(2,399,797)	(246,124)	211,758	139,181	(1,164,636)		26%
Vs budget to date	333,554	(56,919)	(452,551)	(297,357)	(143,264)	(120,190)	2,509,376	109,579	(136,544)	75,214	214,395	(950,241)	(950,241)	of GF Expense
TOTAL EXPENSE														
Actual	5,636,865	4,283,156	5,854,997	5,337,162	4,977,659	5,259,827	12,300,090	5,455,020	9,143,852	6,051,678	5,277,251	4,734,326	74,311,882	
Budget Projection	5,281,509	5,016,239	6,715,948	5,154,722	5,058,854	5,011,170	10,406,152	7,338,646	10,521,816	5,118,963	4,987,950	7,588,031	78,200,000	78,200,000
Vs budget in month	355,355	(733,083)	(860,951)	182,440	(81,195)	248,656	1,893,938	(1,883,626)	(1,377,964)	932,716	289,301	(2,853,705)		
Vs budget to date	355,355	(377,728)	(1,238,679)	(1,056,239)	(1,137,434)	(888,778)	1,005,160	(878,466)	(2,256,430)	(1,323,714)	(1,034,413)	(3,888,118)	(3,888,118)	
Surplus / (Deficit)														
Actual	479,497	1,100,284	1,040,612	523,138	2,741,761	244,466	(506,888)	1,331,056	(603,896)	1,190,853	919,634	656,171	9,116,689	
Budget Projection	(199,352)	390,201	(1,515,128)	237,433	989,487	1,866,474	1,321,690	(1,607,880)	(2,570,534)	2,448,710	555,249	(1,916,351)	(1)	-
Vs budget in month	678,849	710,083	2,555,740	285,706	1,752,274	(1,622,008)	(1,828,578)	2,938,936	1,966,637	(1,257,857)	364,385	2,572,521		
Vs budget to date	678,849	1,388,932	3,944,673	4,230,378	5,982,652	4,360,645	2,532,067	5,471,002	7,437,640	6,179,783	6,544,168	9,116,689	9,116,689	
Beginning Cash Balance														
Balance Sheet Adjustments	32,262	(27,638)	15,805	1,645	(7,117)	7,566	(7,998)	15,241	9,813	(3,408)	2,747	22,742		
Ending Cash Balance	16,508,837	17,581,483	18,637,900	19,162,684	21,897,328	22,149,361	21,634,475	22,980,772	22,386,688	23,574,133	24,496,515	25,175,427		

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

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

Period Ending: December 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-	7,546,476	1,160,066	4,288,466	1,294,612	485,685	-	14,775,306	14,618,833	101%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-	723,556	121,989	487,863	120,040	256,481	-	1,709,929	1,688,688	101%
	OTHER TAXES TOTAL		-	-	-	-	-	-	8,270,032	1,282,055	4,776,330	1,414,653	742,165	-	16,485,235	16,307,521	101%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,006,392	1,041,267	1,201,515	858,285.97	858,911	1,112,269	1,094,284	1,170,493	1,169,467	1,099,159	1,201,140	1,130,587	12,943,770	11,686,000	111%
var	STATE SALES TAX	var	1,033,684	1,075,306	1,269,776	938,655.54	913,545	1,149,425	1,135,529	1,182,257	1,207,478	1,042,274	1,178,594	1,166,847	13,293,370	12,700,000	105%
	OTHER TAXES TOTAL		2,040,076	2,116,573	2,471,291	1,796,942	1,772,456	2,261,694	2,229,813	2,352,750	2,376,945	2,141,433	2,379,734	2,297,434	26,237,140	24,386,000	108%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	5,502,348	845,836	3,126,842	943,938	354,126		10,773,090	10,682,000	101%
301106	MOBILE HOME PRIVELEGE TAX	10							-	-	-	-	14,048		14,048	15,300	92%
301201	STATE SALES TAX	10	1,021,688	1,063,310	1,257,526	926,406	901,295	1,137,175	1,123,279	1,170,007	1,195,228	1,030,024	1,166,344	1,154,597	13,146,878	12,556,000	105%
301202	TELEPHONE UTILITY TAX	10	99,599	94,273	97,801	95,983	94,162	97,606	95,378	98,967	87,617	116,632	99,450	103,560	1,181,029	1,190,000	99%
301203	FOOD & BEVERAGE TAX	10	325,939	268,346	254,687	328,645	320,770	345,385	338,253	344,233	318,028	326,439	323,232	333,647	3,827,604	3,651,000	105%
301204	HOTEL AND MOTEL TAX	10	62,215	70,247	65,323	76,916	76,544	95,446	104,261	91,208	114,943	101,643	120,882	89,647	1,069,274	849,000	126%
301205	LOCAL SALES TAX	10	992,643	1,027,517	1,187,365	844,486	844,861	1,098,119	1,080,484	1,156,443	1,155,317	1,085,359	1,187,090	1,116,437	12,776,121	11,521,000	111%
301206	AVIATION FUEL TAX	10	845	1,052	773	648	881	794	1,661	1,704	1,265	1,548	1,592	1,194	13,956	7,200	194%
301207	LOCAL USE TAX	10	215,409	253,062	320,769	212,726	205,377	240,875	192,903	219,932	248,103	216,541	224,900	252,890	2,803,488	3,199,000	88%
301208	AUTO RENTAL TAX	10	3,603	3,494	3,415	3,210	2,992	4,372	3,787	3,957	5,163	4,616	4,775	4,521	47,907	43,000	111%
301209	UTILITY TAX - ELECTRIC & GAS	10	451,232	-	1,170,976	453,756	376,488	327,903	311,731	323,917	323,685	316,968	318,048	375,073	4,749,776	4,925,000	96%
301210	VIDEO GAMING TAX	10	186,950	194,055	165,854	170,074	230,570	217,794	197,376	183,024	190,168	182,080	191,184	189,255	2,298,383	2,400,000	96%
301302	CABLE TV TAX	10	13,687	235,066	-	12,982	245,500		-	254,979	-	-	233,712	-	995,925	1,127,000	88%
	Sub Total		3,373,809	3,210,422	4,524,490	3,125,830	3,299,441	3,565,469	8,951,461	4,694,209	6,766,359	4,325,786	4,239,382	3,620,821	53,697,478	52,165,500	103%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	-	-	-	-	-	-	44,137	-	21,828	3,439	-	1,126	70,529	30,000	235%
302104	STATE REPLACEMENT TAX	10	379,831		511,274	573,627	770,651	3,546	511,359	63,421	-	744,780	-	243,900	3,802,389	1,557,000	244%
302105	STATE INCOME TAX	10	960,878	1,198,126	519,319	1,109,452	2,238,522	657,580	1,110,107	571,768	621,357	1,137,578	720,354	646,330	11,491,369	9,958,000	115%
302106	FEDERAL GRANTS	10	99,401	23,297	27,372	-	-	-	-	-	-	-	-	-	150,070	350,000	43%
302109	FEDERAL GRANTS ARP	10	-	-	-	-	-	-	-	-	-	-	-	(545,007)	(545,007)	-	-545%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	50,192	-	-	-	-	50,192	120,000	45%
302114	POLICE OT REIMBURSEMENTS	10	7,199	333	5,282	11,210	3,535	4,571	6,403	2,260	1,205	2,928	3,088	610	48,626	100,000	41%
302121	CANNABIS TAX	10	9,966	9,796	10,365	10,860	9,758	9,802	8,131	11,374	9,104	8,365	9,231	8,593	115,344	111,000	1%
308879	ADDI REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	495	495	-	-
	Sub Total		1,457,275	1,231,552	1,073,611	1,705,149	3,022,467	675,498	1,680,137	699,015	653,493	1,897,090	732,673	356,047	15,184,007	12,226,000	124%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	163,660	163,660	163,660	163,660	163,660	163,660	163,660	163,660	163,660	163,660	163,660	163,660	1,963,920	1,963,920	100%
303608	RISK & EE BENEFIT SERVICES	10	19,978	19,978	19,978	19,978	19,978	19,978	19,978	19,978	19,978	19,978	19,978	19,978	239,736	239,736	100%
303621	ADMIN SERVICES	10	191,777	191,777	191,777	191,777	191,777	191,777	191,777	191,777	191,777	191,777	191,777	191,777	2,301,324	2,301,324	100%
303622	PUBLIC WORKS SERVICES	10	131,733	131,733	131,733	131,733	131,733	131,733	131,733	131,733	131,733	131,733	131,733	131,733	1,580,796	1,580,796	100%
303626	BLDG INSPECTION SERVICES	10	8,313	8,313	8,313	8,313	8,313	8,313	8,313	8,313	8,313	8,313	8,313	8,313	99,756	99,756	100%
303628	SEWER FUND-EPA	10	30,974	30,974	30,974	30,974	30,974	30,974	30,974	30,974	30,974	30,974	30,974	30,974	371,688	371,688	100%
306700	IT SERVICES	10	81,087	81,087	81,087	81,087	81,087	81,087	81,087	81,087	81,087	81,087	81,087	81,087	973,044	973,044	100%
306707	CDBG PERSONNEL/EXP REIMB	10	32,837	35,872	65,793	35,105	15,169	3,206	4,016	5,324	2,914	8,077	5,063	219,263	432,637	444,000	97%
306751	HOME PERSONNEL/EXP REIMB	10	2,480	3,687	10,529	4,777	2,924	4,368	5,955	7,859	2,907	6,963	846	7,798	61,094	102,000	60%
306753	DUATS PERSONNEL/EXP REIMB	10	36,594	-	39,087	-	-	-	40,118	-	43,393	-	-	41,296	200,487	192,000	104%
306762	TRANSFER FROM COM. GRANTS	10	238	198	976	-	104	105	433	-	747	942	-	69,762	73,504	12,000	613%
	Sub Total		699,671	667,279	743,907	667,404	645,719	635,200	678,043	640,705	677,484	643,504	633,431	965,640	8,297,987	8,280,264	100%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	225	1,415	600	1,335	1,385	1,820	1,620	1,215	320	290	95	1,105	11,425	12,000	95%
304302	GARBAGE HAULERS	10	-	800	-	1,800	-	-	-	-	-	-	-	16,600	19,200	27,000	71%
304303	CONTRACTOR LICENSES	10	6,400	1,863	1,875	1,225	1,025	625	400	675	3,075	1,300	1,200	10,125	29,788	27,000	110%
304304	LIQUOR LICENSES	10	-	6,010	702	-	288,825	217,825	3,280	200	600	150	3,093	1,914	522,599	528,000	99%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
304307	OTHER LICENSES	10	11,566	1,655	5,142	5,633	3,715	6,284	4,596	4,096	319	612	201,733	74,320	319,671	391,250	82%
304401	BUILDING PERMITS	10	274,683	29,379	71,318	46,846	166,758	161,280	35,205	180,832	28,870	30,305	57,546	14,142	1,097,162	630,000	174%
304402	PIER PERMITS	10	-	-	-	-	-	-	-	65	(65)	-	-	-	-	-	-
	Sub Total		292,874	41,122	79,637	56,839	461,708	387,834	45,101	187,083	33,119	32,657	263,666	118,206	1,999,844	1,640,250	122%

City of Decatur
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Period Ending: December 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	198	272	532	281	290	286	383	301	268	614	547	300	4,273	3,000	142%
303302	PARKING LOT 1	10	534	1,416	1,407	1,243	1,285	1,299	1,170	1,362	1,403	1,285	814	1,682	14,899	13,000	115%
303306	PARKING LOT 10	10	88	484	434	419	438	854	480	590	715	729	513	866	6,609	5,000	132%
303308	GARAGE C	10	1,210	6,435	2,898	680	3,339	1,078	1,400	16,003	1,470	1,035	5,047	1,415	42,009	55,000	76%
303310	RESIDENTIAL PARKING	10	540	360	540	240	540	540	360	720	300	240	420	120	4,920	4,000	123%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,505	1,270	2,393	1,185	1,473	2,131	1,450	1,100	2,100	1,305	1,085	2,158	19,154	21,000	91%
304490	ADMIN COURT FINES	10	3,221	2,768	5,169	2,985	2,945	9,837	6,067	7,880	5,142	3,760	3,500	2,599	55,873	91,000	61%
305500	ADMINISTRATIVE COURT FEES	10	1,970	1,346	3,042	1,775	2,118	3,272	3,411	4,686	3,584	2,752	3,104	2,210	33,270	43,000	77%
305501	COURT FINES	10	12,938	10,592	8,079	14,518	10,147	14,780	11,685	15,970	11,744	11,726	12,821	28,979	163,980	227,000	72%
305502	BOOT FEE	10	70	35	455	210	140	140	35	70	140	210	35	-	1,540	1,000	154%
305503	WEED CUTTING FEES	10	2,645	1,382	999	3,650	2,594	6,538	4,115	5,665	4,001	5,896	5,819	1,183	44,486	53,000	84%
305505	ILLEGAL USE OF VEHICLE	10	17,125	16,620	22,550	17,285	21,530	21,000	22,260	25,480	27,800	28,350	24,250	30,295	274,545	240,000	114%
305506	OVERTIME PARKING FEES	10	9,447	7,633	14,018	10,131	10,918	8,456	6,060	10,219	9,609	10,704	5,720	6,386	109,302	77,000	142%
305507	VARIANCE AND ZONING	10	280	740	650	140	-	280	-	140	-	445	-	-	2,675	5,000	54%
305513	OTHER FINES AND FEES	10	3,735	4,127	3,769	6,561	7,062	6,495	6,111	5,940	4,982	7,606	7,996	10,147	74,530	71,000	105%
305516	PET CITATIONS	10	1,760	8,425	2,642	13,293	7,374	5,395	7,447	7,694	9,289	2,688	1,018	1,168	68,194	61,000	112%
305520	TRASH & CLEAN UP FINES	10	4,781	2,447	5,184	8,773	3,095	8,068	9,881	4,985	7,920	3,193	5,740	4,350	68,417	56,000	122%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	118,600	0%
Sub Total			62,048	66,353	74,760	83,369	75,287	90,450	82,313	108,804	90,466	82,537	78,430	93,858	988,676	1,144,600	86%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	-	-	-	-	4,083	-	-	7,621	250	59,745	26,267	28,924	126,891	18,000	705%
307102	POOLED INTEREST	10	-	-	-	-	-	-	375	879	-	(2,032)	-	-	-	-	-
307141	INVESTMENT INCOME	10	7	-	1,352	-	1,388	433	-	537	3,022	-	1,172	439	8,350	-	-
Sub Total			7	-	1,352	-	5,472	433	375	9,037	4,050	57,713	27,440	29,363	135,242	18,000	751%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	921,112	921,000	100%
303415	PROFESSIONAL STANDARDS	10	-	-	1,951	3,767	-	-	-	-	-	-	-	-	5,718	2,400	238%
303510	ELECTRIC AGGREGATION ADMIN	10	17,557	286	109	86	65	52	62	77	22	2	1	-	18,318	124,000	15%
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200	0%
308802	SALE OF CITY PROPERTY	10	-	2,100	-	-	-	-	-	-	-	-	33,976	-	36,076	-	-
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
308807	DEMOLITION PAYMENTS	10	(250)	(250)	(2,700)	(200)	(200)	(200)	(200)	(200)	(200)	(200)	-	(400)	(5,000)	-	-
308810	DAMAGE TO CITY PROPERTY	10	157	(18)	232	3,548	5,241	2,115	32,310	100	24,524	2,266	100	23,391	93,967	-	-
308814	INVENTORY REIMBURSEMENTS	10	(417)	(215)	(218)	(105)	(147)	(344)	(625)	(408)	(211)	(420)	-	-	(3,109)	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308890	REIMBURSEMENT OF EXPENSE	10	59	-	-	-	43	-	-	32	-	114	-	147	396	5,000	8%
308898	BANK RECONCILIATION ADJ	10	-	(4,608)	(3,526)	3,122	(817)	(8,367)	(5,020)	12,393	(47,428)	43,825	189	-	(10,239)	-	-
308899	MISCELLANEOUS INCOME	10	2,629	7,466	6,367	5,641	2,795	2,113	2,549	14,154	10,510	(9,492)	5,384	1,921	52,037	18,786	277%
Sub Total			96,496	81,521	78,974	92,619	83,740	72,127	105,835	102,907	63,978	112,853	116,410	101,819	1,109,276	1,077,386	103%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	16,911	-	-	-	-	-	-	16,911	35,000	48%
Sub Total			-	-	-	-	-	16,911	-	-	-	-	-	-	16,911	35,000	48%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-	248,000	-	-	-	-	248,000	-	-	-	-	496,000	486,000	102%
310010	FIRE PROGRAMS	10	3,631	9,220	29,263	180	9,052	160	1,245	120	315	40	580	1,487	55,293	8,000	691%
Sub Total			3,631	9,220	277,263	180	9,052	160	1,245	248,120	315	40	580	1,487	551,293	494,000	112%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	2,700	1,300	400	400	200	400	581	1,200	1,700	4,800	3,300	1,400	18,381	8,000	230%
305514	POLICE RECORDS	10	2,423	1,055	2,575	1,317	1,669	1,231	2,346	1,517	1,330	2,017	1,841	705	20,025	12,000	167%
Sub Total			5,123	2,355	2,975	1,717	1,869	1,631	2,927	2,717	3,030	6,817	5,141	2,105	38,407	20,000	192%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	194,752	35,440	118,947	34,878	8,291	-	392,308	406,000	97%
Sub Total			-	-	-	-	-	-	194,752	35,440	118,947	34,878	8,291	-	392,308	406,000	97%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	65,274	-	-	32,637	32,637	-	-	-	34,526	-	34,526	-	199,601	128,000	156%
Sub Total			65,274	-	-	32,637	32,637	-	-	-	34,526	-	34,526	-	199,601	128,000	156%
303601	MFT REIMB-MSCTRAFF SIGNAL	10	29,170	44,835	22,534	50,775	51,237	30,401	51,012	49,054	75,348	37,550	43,950	51,791	537,657	396,000	136%
303606	WATER STREET CUTS	10	30,984	28,782	16,107	43,782	30,791	28,179	-	8,985	18,841	11,107	12,966	49,361	279,884	169,000	166%
Sub Total			60,154	73,616	38,641	94,557	82,028	58,580	51,012	58,040	94,189	48,657	56,915	101,152	817,541	565,000	145%
General Fund Total			6,116,361	5,383,440	6,895,609	5,860,301	7,719,419	5,504,293	11,793,202	6,786,076	8,539,955	7,242,532	6,196,886	5,390,497	83,428,571	78,200,000	107%

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

Period Ending: December 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget	% of Budget
Other Funds																	
various	COMMUNITY GRANT	16	14,209	-	-	7,595	-	-	-	-	-	-	-	-	21,804	223,440	10%
various	HOME PROGRAM	17	12,615	4,722	11,423	5,924	8,524	4,878	8,749	41,125	3,499	20,076	36,546	6,495	164,576	1,418,000	12%
various	CDBG	18	45,281	56,676	43,856	43,553	58,788	21,607	3,932	25,260	3,934	16,669	9,747	260,983	590,285	3,128,800	19%
various	OLDE TOWNE TIF	19	-	-	16	-	43	4	439,907	75,035	288,407	109,398	62,724	429	975,961	974,243	100%
various	WABASH CROSSING TIF	21	-	-	133	-	119	39	75,654	1,447	57,657	9,106	194,928	1,318	340,400	347,225	98%
various	DUATS	22	65,185	-	45,676	-	6	2	51,758	2	54,494	84	25,359	62,092	304,657	360,000	85%
various	EASTGATE TIF	23	17,500	17,500	17,980	17,650	17,928	17,959	83,101	61,369	59,556	20,204	18,455	19,134	368,336	330,309	112%
various	SOUTHSIDE TIF	24	-	-	12	-	10	3	41,766	2,100	26	2,301	160	120	46,498	47,626	98%
various	STATE DRUG ENFORCEMENT	25	284	7,793	9,128	12,810	669	11,094	242	16,752	13,400	10,676	19,449	694	102,993	103,500	100%
various	DUI COURT FINES	26	6,195	4,752	2,951	5,888	3,323	7,196	6,648	11,540	5,241	5,649	6,098	3,274	68,753	107,100	64%
various	POLICE PROGRAMS/LAB	27	-	-	15	90	103	4	90	5	118	317	230	211	1,183	1,800	66%
various	PINES SHOPPING CENTER TIF	28	2,832	2,833	2,958	2,900	2,904	2,951	39,338	2,902	39,403	2,974	3,037	1,968	107,001	108,951	98%
various	GRAND & OAKLAND TIF	29	5,413	5,413	5,515	5,500	5,508	5,503	69,841	5,519	69,678	5,841	5,751	5,631	195,113	197,334	99%
various	FEDERAL DRUG ENFORCEMENT	30	-	-	-	-	-	-	-	-	-	310	141	300	751	85,200	1%
various	BUILDING FUND	34	49,115	49,115	49,132	49,115	49,131	49,120	49,115	349,125	49,164	49,453	49,294	833,254	1,674,133	589,375	284%
various	LIBRARY OPERATIONS	35	160,803	47,544	198,431	218,692	293,190	51,356	1,678,476	295,441	1,011,848	526,886	146,730	153,484	4,782,882	4,134,562	116%
various	BAND	36	1,048	1,048	1,056	1,048	1,055	2,284	34,248	6,100	20,206	6,791	3,218	1,107	79,209	76,276	104%
various	FOREIGN FIRE INSURANCE	37	872	1	1	1	1	1	1	1	1	207,253	164	247	208,546	185,550	112%
various	PEG PROJECTS	40	2,737	13,041	9	2,596	12,673	2	-	14,659	17	2,517	11,811	77	60,140	71,650	84%
various	LOCAL STREETS & ROADS	42	155,334	146,251	125,153	142,456	147,235	197,647	164,199	166,136	173,019	252,979	162,098	558,647	2,391,156	1,900,000	126%
various	2018 PROJECT FUND	44	35	(141)	152	(204)	127	38	-	41	378	2,755	1,068	115,587	119,836	575,236	21%
various	CAPITAL STREET PROJECTS	45	-	-	6	-	4	2	330,000	2	10	59	21	46,864	376,968	330,000	114%
various	MFT PROJECTS	46	283,092	1,153,547	1,306,129	253,425	255,782	261,210	265,264	287,492	1,091,317	283,764	245,648	285,175	5,971,845	8,457,246	71%
various	DEBT SERVICE	50	21,729	21,729	21,794	21,729	21,789	21,748	1,569,059	105,909	332,926	117,034	58,221	22,822	2,336,489	2,292,781	102%
various	LIBRARY CAPITAL	58	-	-	42	-	31	12	-	15	81	661	334	600,348	601,522	852,200	71%
various	LIBRARY TRUST FUNDS	59	200	200	-	-	2,260	675	3,035	2,490	3,628	497	690	3,170	16,844	30,000	56%
various	FLEET MAINTENANCE	60	229,015	258,596	270,052	261,341	248,946	256,716	290,527	275,096	289,997	273,429	277,642	348,053	3,279,410	3,028,373	108%
various	EQUIPMENT REPLACEMENT	61	25,664	450	620,056	24,090	21,206	(1,133)	1,000,000	44	211	1,450	8,445	19,225	1,719,709	1,000,000	172%
various	RISK MANAGEMENT	64	349,999	349,999	350,172	349,999	350,158	350,055	349,999	353,089	350,472	353,640	359,258	352,091	4,218,931	4,204,788	100%
various	EMPLOYEE BENEFIT	65	1,143,997	885,375	1,261,689	845,995	878,941	884,014	884,427	880,665	1,231,103	871,706	883,875	905,779	11,557,565	12,699,432	91%
various	PUBLIC TRANSIT	70	1,818,899	83,983	1,239,770	416,902	437,406	1,824,489	451,624	2,591,557	69,508	27,775	221,194	1,931,375	11,114,481	13,630,298	82%
various	FIBER OPTICS	77	2,691	145,980	2,760	4,030	4,381	3,028	2,555	6,017	11,019	9,864	211,399	4,703	408,427	814,770	50%
various	STORMWATER PROJECTS	78	124,652	113,950	132,446	161,733	156,387	121,491	227,648	133,444	114,102	146,685	142,743	122,034	1,697,316	1,942,114	87%
various	SEWER PROJECTS	79	577,095	578,653	704,762	608,714	651,562	283,634	1,975,436	703,066	667,097	684,484	610,801	2,631,626	10,676,930	8,791,778	121%
various	WATER	80	2,229,015	2,831,717	3,028,074	2,773,734	2,611,388	2,831,716	2,858,304	3,139,994	4,961,261	1,002,120	2,684,354	2,661,109	33,612,784	32,069,828	105%
various	WATER CAPITAL	81	-	-	1,578	-	20,077	(520)	2,318,813	17,513	2,927	2,022,703	10,626	4,009,942	8,403,660	3,000,000	280%
various	DCDF	82	1,368	1,368	1,368	1,368	1,370	1,370	1,370	1,370	1,370	1,624	1,485	1,499	16,929	183,555	9%
various	COMMUNITY REVITALIZATION	84	2,350	3,719	5,668	3,351	2,927	2,983	4,755	2,726	5,410	12,052	5,067	8,009,341	8,060,348	5,133,500	157%
various	GRANTS	85	-	200,791	-	-	-	-	-	-	-	350	161	141	201,443	470,000	43%
various	RECYCLING	88	57,985	56,191	62,097	59,078	57,657	58,801	48,603	77,245	51,410	76,273	39,738	74,028	719,107	701,827	102%
various	WATER BOND FUND	89	-	-	-	25,382,055	-	-	-	-	8,487	25,354	17,704	20,856	25,454,456	22,400,000	114%
various	FIRE PENSION	90	149,887	149,809	182,724	150,166	150,324	649,621	2,526,479	(3,130,026)	(8,581,535)	(5,862,850)	3,028,363	5,236,190	(5,350,848)	11,705,312	-46%
various	POLICE PENSION	91	554,779	1,293,806	2,087,917	394,450	428,261	667,154	3,046,418	794,917	1,712,481	637,585	(21,756,672)	9,256,705	(882,199)	13,281,108	-7%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	16,911,068	-	-	-	-	-	(16,648,465)	262,603	16,900,000	2%
Grand Total Revenues			14,228,235	13,869,851	18,688,313	38,088,076	14,621,614	31,004,117	32,694,581	14,103,257	12,713,284	9,181,027	(5,995,009)	27,310,160	220,507,505	257,085,087	86%

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

home

Net Assessed Value \$: 884,161,072 certified
City Tax Rate: 1.69080% certified

Assessed Value Year
Pay Year

2021
2022
In Process

note	Tax Levy Item	Fund	Net Assessed Value	input	input	input	Billed
				Tax Rate	Tax Levy \$ Amount	Extension \$ Amount	
			certified	certified	ordinance	certified	certified
	General Obligation Bond Debt	50	884,161,072	0.12263%	1,084,154.00	1,084,246.58	1,084,246.58
	General Purpose	10	884,161,072	0.00000%	-	-	-
	Fire Pension	10	884,161,072	0.64468%	5,700,000.00	5,700,008.87	5,700,008.87
	Police Pension	10	884,161,072	0.58813%	5,200,000.00	5,200,015.85	5,200,015.85
	City Library	35	884,161,072	0.32800%	2,900,000.00	2,900,047.95	2,900,047.95
	Municipal Band	36	884,161,072	0.00736%	65,000.00	65,074.25	65,074.25
	Public Transit	70					
	xxxxx	xx					
1	Total City		884,161,072	1.69080%	14,949,154.00	14,949,393.50	14,949,393.50
			ok	ok	ok	ok	ok
	TIF District (tax code district)		AV Increment Value	input	input	input	Billed
			certified	Tax Rate	AV Increment \$ Amount	Extension \$ Amount	\$ Amount
			certified	certified		certified	certified
	ZTF3 Pines TIF (4062)	28	708,255	10.28940%	72,875.19	72,875.21	72,875.21
	ZTF5 Olde Towne TIF (4555)	19	9,621,012	10.28940%	989,944.41	989,946.66	989,946.66
	ZTF6 Near North TIF (4455)	21	3,254,593	10.28940%	334,878.09	334,879.16	334,879.16
	ZTF8 Eastgate TIF (9543)	23	1,560,316	9.79995%	152,910.19	152,910.22	152,910.22
	ZTF0 Grand & Oakland (4062)	29	1,250,766	10.28940%	128,696.32	128,696.33	128,696.33
	ZTFA SS Redevelopment (xxxx)	24	447,847	10.26162%	45,956.36	45,956.36	45,956.36
	xxxxx	xx	-	0.00000%	-	-	-
2	Redevelopment TIF		16,842,789		1,725,260.55	1,725,263.94	1,725,263.94
			ok		ok	ok	ok
	Total Property Tax Levy				16,674,414.55	16,674,657.44	16,674,657.44

Note(s)

- 1 Data per City of Decatur 2021 Tax Levy - certification and extension dated May 03, 2022 certified May 03, 2022 received by City May 10, 2022
- 2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May 03, 2022 received by City May 10, 2022

Prepared By:
Office of the City Treasurer

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

home

Assessed Value Year
Pay Year
2021
2022
In Process

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input	input	input	input	input	input	input	Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 7/18/2022	Distribution 2 8/16/2022	Distribution 3 9/16/2022	Distribution 4 10/17/2022	Distribution 5 11/17/2022	Distribution 6 11/18/2022	Distribution 7 12/31/2022			
GO Bond Debt	50	1,084,246.58	99.0%	1,073,404.00	547,329.59	84,137.40	311,033.38	93,896.10	35,226.30	-	-	1,071,622.77	1,781.23	98.8%
General Purpose	10	-	99.0%	-	(0.06)	(0.02)	0.01	0.09	(0.14)	-	-	(0.12)	-	-
Fire Pension	10	5,700,008.87	99.0%	5,643,009.00	2,877,372.96	442,317.97	1,635,135.94	493,618.96	185,185.10	-	-	5,633,630.93	9,378.07	98.8%
Police Pension	10	5,200,015.85	99.0%	5,148,016.00	2,624,974.95	403,518.33	1,491,705.65	450,319.04	168,940.95	-	-	5,139,458.92	8,557.08	98.8%
City Library	35	2,900,047.95	99.0%	2,871,047.00	1,463,948.12	225,042.82	831,923.62	251,143.04	94,218.55	-	-	2,866,276.15	4,770.85	98.8%
Municipal Band	36	65,074.25	99.0%	64,424.00	32,850.39	5,049.57	18,667.72	5,635.10	2,114.13	-	-	64,316.91	107.09	98.8%
Mass Transit												-	-	
Total City		14,949,393.50		14,799,900.00	7,546,475.95	1,160,066.07	4,288,466.32	1,294,612.33	485,684.89	-	-	14,775,305.56	24,594.32	98.8%
City Collection Rate:												98.8%		
ZTF3 Pines (4062)	28	72,875.21	100.0%	72,875.00	36,437.58	-	36,437.63	-	72.02	-	-	72,947.23	(72.23)	100.1%
ZTF5 Olde Towne (4555)	19	989,946.66	98.0%	970,148.00	439,906.93	75,023.25	288,321.88	108,673.50	62,077.67	-	-	974,003.23	(3,855.23)	98.4%
ZTF6 Near North (4455)	21	334,879.16	100.0%	334,879.00	75,653.97	1,400.13	57,390.67	6,922.67	193,724.65	-	-	335,092.09	(213.09)	100.1%
ZTF8 Eastgate (9543)	23	152,910.22	100.0%	152,910.00	65,451.04	43,455.37	41,564.79	2,156.58	433.56	-	-	153,061.34	(151.34)	100.1%
ZTF0 Grand/Oakland (xxxx)	29	128,696.33	100.0%	128,696.00	64,340.68	14.90	64,148.48	192.27	127.19	-	-	128,823.52	(127.52)	100.1%
ZTFA Southside (xxxx)	24	45,956.36	100.0%	45,956.00	41,765.92	2,095.18	-	2,095.26	45.42	-	-	46,001.78	(45.78)	100.1%
xxxxx	xx	-	0.0%	-	-	-	-	-	-	-	-	-	-	-
Redevelopment TIF		1,725,263.94		1,705,464.00	723,556.12	121,988.83	487,863.45	120,040.28	256,480.51	-	-	1,709,929.19	(4,465.19)	99.1%
City Collection Rate:												99.1%		
Total Property Tax Levy		16,674,657.44		16,505,364.00	8,270,032.07	1,282,054.90	4,776,329.77	1,414,652.61	742,165.40	-	-	16,485,234.75	20,129.13	98.9%
City Collection Rate:												98.9%		

- Note(s)
- 1 Payment received 07/19/2022 from Macon County Treasurer with ACH EFT 405, 419, 423, 480, 494, 496, 514 dated July 15, 2022
 - 2 Payment received 08/16/2022 from Macon County Treasurer with ACH EFT 572, 586, 591, 690, 713, 733 , dated August 16, 2022
 - 3 Payment received 09/16/2022 from Macon County Treasurer with ACH EFT 801, 815, 819, 927, 942, 944, dated September 16, 2022
 - 4 Payment received 10/17/2022 from Macon County Treasurer with ACH EFT 1039, 1053, 1067, 1180, 1195, 1227, dated month October 17, 2022
 - 5 Payment received 11/17/2022 from Macon County Treasurer with ACH EFT 1301, 1315, 1329, 1452, 1470, 1472, 1504 dated November 17, 2022
 - 6 Payment received 11/21/2022 from Macon County Treasurer with ACH EFT 1564, dated November 18, 2022
 - 7 Payment received xx/xx/2022 from Macon County Treasurer with ACH EFT xxxxx, dated month xx, 2022

Footnote (Not a part of City Tax Levy)	Distribution 1 7/18/2022	Distribution 2 8/16/2022	Distribution 3 9/16/2022	Distribution 4 10/17/2022	Distribution 5 11/17/2022	Distribution 6 11/18/2022	Distribution 7 12/31/2022	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	194,752.13	35,439.79	118,947.13	34,877.83	8,291.45	-	392,308.33
Total County Distribution to Civil City		7,741,228.08	1,195,505.86	4,407,413.45	1,329,490.16	493,976.34	-	15,167,613.89
		ok	ok	ok	ok	ok	xx	
Footnote (Not a part of City Tax Levy)								
Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	14,047.64	-	14,047.64
Distribution to City including TIF & Mobile Home		8,464,784.20	1,317,494.69	4,895,276.90	1,449,530.44	750,456.85	14,047.64	16,891,590.72
		ok	ok	ok	ok	ok	xx	
GO Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-	reconciliation of receipts and recording		
General Purpose	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-			
Fire Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-			
Police Pension	10-0231-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-			
City Library	35-59350-301103	-	ZTF0 Grand & Oakland (xx)	29-43291-301103	-			
Municipal Band	36-43360-301103	-	ZTFA SS Redevelopment (xx)	24-43241-301103	-	agree w/row 18	-	ok
		xxxxx	xx	-	-	agree w/row 27	-	ok
						agree w/row 43	-	ok
						agree w/row 48	14,047.64	ok
						test s/b "0"	-	

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

December 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,412	4,386	3,604	2,571	2,412	2,410	4,949	4,031	4,937	2,852	3,183	3,895	41,642	61,687	61,687	68%
015	EXECUTIVE	10	61,303	52,458	81,814	61,340	54,408	60,416	64,073	62,039	97,843	67,884	59,689	71,471	794,737	868,399	868,399	92%
016	HUMAN RESOURCES	10	40,361	41,663	59,898	55,314	48,647	42,925	45,797	44,618	60,659	41,020	41,027	48,170	570,098	602,304	602,304	95%
017	INFORMATION TECHNOLOGIES	10	101,820	129,530	146,060	105,360	343,678	118,327	88,609	209,789	150,061	109,680	99,374	212,915	1,815,202	1,852,668	1,852,668	98%
018	DATA & COMMUNICATIONS	10	513	308	-	-	-	-	-	-	-	-	5,610	11,249	17,680	-	25,000	71%
020	LEGAL	10	105,306	100,848	104,344	84,530	76,614	72,972	74,639	93,410	112,810	87,993	80,467	74,249	1,068,181	1,006,159	1,046,159	102%
035	FINANCE	10	115,899	102,638	194,172	115,596	99,245	129,042	102,237	108,543	153,119	125,146	113,011	132,028	1,490,674	1,572,082	1,572,082	95%
037	PURCHASING	10	15,949	14,257	23,468	22,822	17,085	14,245	14,583	14,658	14,012	12,180	21,341	20,109	204,709	197,850	197,850	103%
038	CIVIC CENTER	10	1,055	37,506	37,711	28,309	27,919	17,601	23,051	22,323	28,353	19,974	38,214	15,655	297,671	273,954	283,954	105%
039	CITY GENERAL ADMINISTRATIVE	10	602,505	-	-	75,000	1,480	360,028	2,335,991	78,395	7,780	12,427	424,387	4,322	3,902,315	4,203,942	4,028,942	97%
040	CENTRAL BUSINESS DISTRICT	10	1,250	378	3,136	12,088	4,446	3,593	6,249	8,914	30,245	1,831	7,364	4,266	83,760	115,000	115,000	
Sub Total			1,048,373	483,971	654,207	562,930	675,933	821,559	2,760,178	646,719	659,818	480,987	893,668	598,329	10,286,671	10,754,045	10,654,045	97%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	62,124	55,913	86,149	61,558	79,905	61,675	70,165	69,200	92,187	60,575	52,148	49,025	800,624	853,177	853,177	94%
052	BUILDING INSPECTIONS	10	62,245	54,191	83,306	52,058	57,636	62,295	64,551	61,734	92,732	64,287	75,205	69,016	799,257	795,771	795,771	100%
053	NEIGHBORHOOD INSPECTIONS	10	65,800	53,595	78,686	119,645	137,064	159,653	182,478	163,726	189,564	164,834	92,420	76,165	1,483,630	1,371,284	1,471,284	101%
054	REVITALIZATION & HOUSING	10	29,700	35,409	58,394	47,041	31,983	29,010	18,770	30,560	57,812	45,022	61,352	62,447	507,500	616,163	616,163	82%
055	ECONOMIC DEVELOPMENT	10	75,930	5,000	5,159	5,394	183,364	7,500	9,280	-	-	40,674	36,133	17,417	385,457	535,500	535,500	72%
Sub Total			295,799	204,107	311,694	285,502	489,953	320,132	345,245	325,220	432,295	375,392	317,258	274,070	3,976,467	4,171,895	4,271,895	93%
Public Safety																		
065	POLICE	10	2,217,452	1,730,507	2,332,857	2,524,981	1,827,316	1,705,005	4,711,831	2,110,429	3,887,429	2,632,880	1,946,998	1,774,090	29,401,774	30,897,437	30,897,437	95%
070	FIRE	10	1,235,393	1,084,714	1,571,944	1,199,416	1,174,402	1,613,245	3,605,172	1,599,761	3,235,482	1,825,146	1,330,030	1,203,571	20,678,275	21,589,122	21,589,122	96%
Sub Total			3,452,845	2,815,221	3,904,800	3,724,397	3,001,717	3,318,250	8,317,003	3,710,190	7,122,911	4,458,026	3,277,028	2,977,661	50,080,049	52,486,559	52,486,559	95%
Public Works																		
080	PUBLIC WORKS ADMIN	10	143,778	49,189	37,073	27,733	30,411	28,719	29,072	28,176	40,785	32,570	31,250	29,938	508,694	554,233	554,233	92%
082	ENGINEERING	10	81,314	75,624	110,652	91,279	92,392	99,352	95,674	91,849	132,951	92,801	90,068	90,068	1,158,934	1,610,298	1,610,298	72%
083	MUNICIPAL SERVICES	10	415,615	415,891	561,601	382,411	399,867	396,977	392,560	393,171	535,468	396,806	392,208	393,542	5,076,116	5,296,658	5,296,658	96%
084	STREETS	10	68,374	96,741	134,267	106,747	102,155	84,405	96,722	66,392	106,513	89,531	103,680	104,314	1,159,841	1,183,725	1,183,725	98%
086	TRAFFIC & PARKING	10	97,977	100,315	97,703	117,902	132,619	94,510	213,327	145,383	73,200	83,382	115,085	147,898	1,419,302	1,405,870	1,405,870	101%
088	LAND & BUILDING MGMT	10	32,790	42,097	43,001	38,460	52,611	95,922	50,309	47,919	39,912	42,185	42,097	118,505	645,808	736,717	736,717	88%
Sub Total			839,848	779,857	984,296	764,533	810,055	799,886	877,664	772,891	928,828	737,274	789,298	884,266	9,968,696	10,787,501	10,787,501	92%
General Fund Expenditure Total			5,636,865	4,283,156	5,854,997	5,337,162	4,977,659	5,259,827	12,300,090	5,455,020	9,143,852	6,051,678	5,277,251	4,734,326	74,311,882	78,200,000	78,200,000	95%
Community & Economic Development																		
16	COMMUNITY GRANT	16	988	198	976	53	7,203	105	433	-	747	942	-	1,853	13,497	223,440	223,440	6%
17	HOME PROGRAM	17	11,926	3,699	14,427	4,795	2,931	4,368	190,367	47,430	2,907	11,963	31,728	7,798	334,340	1,353,284	1,353,284	25%
18	CDBG PROGRAM	18	45,020	56,765	76,027	41,700	42,196	8,952	7,208	28,531	5,791	36,402	13,774	223,652	586,017	3,128,799	3,128,799	19%
22	DUATS	22	53,681	-	45,041	402	585	-	56,638	3,032	74,149	5,576	30,597	69,593	339,292	360,000	360,000	94%
70	PUBLIC TRANSIT	70	620,962	672,595	668,178	700,168	742,561	2,248,348	707,841	770,327	801,371	1,048,179	857,296	889,355	10,727,178	13,578,888	13,578,888	79%
82	DCOF	82	-	3,187	511	-	7	4,567	516	26	86	15	78	9,010	183,000	183,000	183,000	5%
84	COMMUNITY REVITALIZATION	84	22,200	106,874	118,290	203,615	131,176	238,090	258,150	99,199	80,758	236,566	523,033	350,089	2,368,039	6,537,889	6,537,889	36%
88	RECYCLING	88	48,370	53,432	35,338	39,426	32,410	48,757	53,269	51,907	48,334	70,805	69,680	91,203	642,931	657,176	657,176	98%
Sub Total			803,146	896,751	958,788	990,159	959,069	2,553,185	1,274,421	1,000,452	1,014,142	1,410,447	1,526,125	1,633,621	15,020,306	26,022,476	26,022,476	58%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	67,978	-	-	2,615	-	-	857,978	928,570	929,140	929,140	100%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	347,000	347,000	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	517,584	-	-	-	517,584	330,000	530,000	98%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	9,904	-	-	9,904	47,000	47,000	21%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	101,536	-	-	-	-	-	-	-	101,536	107,119	107,119	95%
29	GRAND & OAKLAND TIF	29	-	-	-	-	172,649	-	-	-	-	-	-	-	172,649	197,334	197,334	87%
Sub Total			-	-	-	-	274,186	67,978	-	-	520,198	9,904	-	857,978	1,730,242	1,957,593	2,157,593	80%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

December 2022

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	12,305	-	10,300	3,060	7,932	10,150	4,964	11,243	6,417	10,000	1,656	7,008	85,033	190,000	190,000	45%
26	DUI COURT FINES	26	5,083	14,471	1,579	7,919	31,219	4,078	(8)	19,120	1,554	16	1,384	2,353	88,766	141,000	141,000	63%
27	POLICE PROGRAMS/LAB	27	-	-	-	-	-	7,365	287	(5,812)	-	273	-	-	2,113	25,000	25,000	8%
30	FEDERAL DRUG ENFORCEMENT	30	-	1,200	-	-	11,278	-	-	4,995	-	-	-	-	17,473	125,000	125,000	14%
37	FOREIGN FIRE INSURANCE	37	5,176	7,071	2,134	14,316	6,127	5,836	6,783	3,368	3,658	27,373	7,800	8,379	98,022	185,550	185,550	53%
Sub Total			22,564	22,741	14,013	25,295	56,556	27,429	12,026	32,914	11,629	37,662	10,840	17,739	291,408	666,550	666,550	44%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	750	1,297,073	-	-	-	84,534	-	241,869	500	-	750	879,534	2,505,009	2,504,234	2,506,234	100%
Sub Total			750	1,297,073	-	-	-	84,534	-	241,869	500	-	750	879,534	2,505,009	2,504,234	2,506,234	100%
Public Works																		
42	LOCAL MFT PROJECTS	42	417,715	576,382	3,224	2,865	15,368	19,412	767	565,576	2,910	822,050	(587,452)	281,968	2,120,785	1,767,131	1,967,131	108%
44	2018 PROJECT FUND	44	-	2,480	25,303	-	351,841	155,704	3,680	375,565	9,700	15,235	709,277	861,407	2,510,193	3,248,110	3,248,110	77%
45	CAPITAL PROJECTS	45	5,000	5,000	5,000	5,000	5,000	5,000	292,041	20,910	18,885	15,473	12,420	13,277	403,007	330,000	430,000	94%
46	STATE MFT PROJECTS	46	2,093,768	100,816	113,693	417,444	65,834	91,149	187,120	830,383	114,658	51,493	164,189	521,612	4,752,159	8,030,490	8,030,490	59%
60	FLEET OPERATIONS	60	141,502	246,457	267,871	226,757	273,703	252,669	223,238	367,433	278,128	238,577	307,240	351,658	3,175,232	3,120,601	3,120,601	102%
61	EQUIPMENT REPLACEMENT	61	126,972	117,394	872,681	1,815	220,728	8,902	148,794	323,656	303,872	2,251	2,550	344,004	2,473,618	1,718,377	2,618,377	94%
78	STORM WATER PROJECTS	78	114,515	307,276	87,423	71,232	187,096	74,234	130,174	86,393	101,166	94,034	442,025	248,615	1,944,183	2,482,633	2,482,633	78%
79	SEWER PROJECTS	79	510,190	750,895	535,015	471,792	256,973	948,352	2,053,522	663,074	1,286,187	709,225	1,448,693	1,557,272	11,191,190	16,760,356	16,760,356	67%
Sub Total			3,409,662	2,106,701	1,910,211	1,196,905	1,376,542	1,555,422	3,039,337	3,232,989	2,115,506	1,948,338	2,498,943	4,179,812	28,570,366	37,457,698	38,657,698	74%
Library																		
35	LIBRARY OPERATIONS	35	318,047	308,844	380,813	327,771	316,570	298,864	361,922	317,116	406,094	368,723	322,313	966,385	4,693,461	4,144,223	4,744,223	99%
58	LIBRARY CAPITAL PROJECTS	58	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	250,000	0%
59	LIBRARY TRUST FUNDS	59	7,139	(1,413)	46	4,217	725	103	7,612	4,134	2,815	3,397	1,293	10,610	40,677	60,000	60,000	68%
Sub Total			325,186	307,431	380,860	331,988	317,295	298,967	369,534	321,250	408,909	372,119	323,606	976,996	4,734,139	4,454,223	5,054,223	94%
Internal Service and Other																		
34	BUILDING FUND	34	33,458	41,854	38,913	46,640	38,163	60,212	47,294	86,539	123,178	163,530	92,000	156,502	928,283	674,198	974,198	95%
36	BAND	36	2,283	224	224	5,521	3,226	13,034	29,244	21,996	9,313	5,790	464	224	91,542	86,876	96,876	94%
40	PEG CAPITAL PROGRAMMING	40	2,532	2,028	3,026	3,318	2,527	21,986	2,528	2,025	3,027	2,528	2,560	2,627	50,712	69,882	69,882	73%
64	RISK MANAGEMENT	64	146,913	51,680	149,531	347,937	101,907	85,528	143,334	70,541	31,252	1,435,629	110,766	26,113	2,701,132	3,424,383	3,424,383	79%
65	BENEFIT INSURANCE	65	901,261	885,859	782,935	1,122,579	942,556	1,066,219	988,012	750,540	778,037	1,020,080	1,002,287	1,549,208	11,789,574	12,165,140	12,165,140	97%
77	FIBER OPTICS	77	93	93	9,918	3,393	7,177	3,093	107,551	5,686	382,818	53,093	242,851	282,648	1,098,414	1,061,700	1,161,700	95%
85	GRANT FUND -COVID SPEND	85	-	-	-	-	-	-	-	-	-	-	-	120,900	120,900	470,000	470,000	26%
99	AMERICAN RESCUE PLAN	99	200,000	66,739	149,407	99,444	40,959	146,942	156,587	178,876	91,217	231,858	113,792	50,078	1,525,898	12,803,300	12,803,300	12%
Sub Total			1,286,541	1,048,477	1,133,954	1,628,831	1,136,516	1,397,014	1,474,549	1,116,204	1,418,842	2,912,507	1,564,721	2,188,300	18,306,454	30,755,479	31,165,479	59%
Water Utility																		
80	WATER UTILITY	80	1,196,700	8,850,707	1,424,215	1,205,428	1,433,149	1,417,055	3,445,920	4,080,660	1,503,671	1,338,130	1,518,377	3,801,414	31,215,424	31,879,232	31,879,232	98%
81	WATER CAPITAL	81	106,888	205,062	78,976	155,192	305,675	1,846,479	1,110,480	1,992,466	894,349	1,644,695	1,687,708	1,565,388	11,593,359	10,369,826	10,369,826	112%
89	2022 BOND FUND	89	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509	9,350,000	9,350,000	8%
Sub Total			1,303,588	9,055,769	1,503,191	1,956,098	1,738,825	3,263,534	4,556,400	6,073,125	2,398,020	3,020,714	3,261,315	5,396,712	43,527,292	51,599,058	51,599,058	84%
Fiduciary Trust & Agency																		
90	FIRE PENSION	90	791,411	789,606	782,487	784,091	781,840	784,062	782,931	791,835	793,847	791,995	784,675	779,366	9,438,148	9,534,416	9,534,416	99%
91	POLICE PENSION	91	839,715	884,179	848,380	863,913	1,008,926	877,170	883,024	952,718	890,358	950,748	889,001	880,688	10,768,821	10,145,436	10,145,436	106%
Sub Total			1,631,127	1,673,785	1,630,867	1,648,004	1,790,766	1,661,232	1,665,955	1,744,554	1,684,205	1,742,743	1,673,676	1,660,055	20,206,969	19,679,852	19,679,852	103%
Grand Total Expenditures			14,419,428	20,691,883	13,386,880	13,114,441	12,627,412	16,169,120	24,692,312	19,218,375	18,715,803	17,506,111	16,137,228	22,525,073	209,204,067	253,297,164	255,709,164	82%

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		2,602,017	2,597,500	4,517	2,492,951	109,067
UCS Billing Reimb		13,069	13,069	-	19,266	(6,197)
Tapping Fees		3,246	1,250	1,996	1,483	1,763
Lake Lic. / Permits		-	20,917	(20,917)	-	-
Interest/Investment Income		6,391	417	5,974	-	6,391
Other Income		36,385	39,333	(2,948)	62,148	(25,762)
Total Revenue		2,661,109	2,672,486	(11,377)	2,575,847	85,261
Cost of Service						
801 Water Production		667,047	493,804	173,244	881,725	(214,678)
804 Water Services		322,878	300,415	22,464	299,170	23,709
Total Cost of Service		989,925	794,218	195,707	1,180,895	(190,969)
% of Revenue		37.2%	29.7%		45.8%	
Water Gross Margin		1,671,183	1,878,267	(207,084)	1,394,953	276,231
% of Revenue		62.8%	70.3%		54.2%	
Operating Expense						
802 Lake Management		65,677	162,872	(97,195)	176,452	(110,775)
803 Water Administration		364,711	366,761	(2,050)	352,901	11,810
805 Customer Service		73,990	90,547	(16,557)	76,562	(2,571)
Total Operating Expense		504,378	620,180	(115,802)	605,914	(101,536)
% of Revenue		19.0%	23.2%		23.5%	
Margin Before Debt Service		1,166,805	1,258,087	(91,282)	789,038	377,767
% of Revenue		43.8%	47.1%		30.6%	
Debt Service						
808 GO Bond Debt		2,307,110	2,306,610	500	2,228,180	78,930
809 IEPA - Nitrate Facility		-	-	-	-	-
80B IEPA - Water Tower		-	-	-	-	-
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service		2,307,110	2,306,610	500	2,228,180	78,930
% of Revenue		86.7%	86.3%		86.5%	
Operating Income		(1,140,305)	(1,048,523)	(91,782)	(1,439,142)	298,837
% of Revenue		-42.9%	-39.2%		-55.9%	
Transfer to Capital						
CapEx Funding		-	2,000,000	(2,000,000)	2,100,000	(2,100,000)
Income after Capital Transfer		(1,140,305)	(3,048,523)	1,908,218	(3,539,142)	2,398,837
% of Revenue		-42.9%	-114.1%		-137.4%	

Balance Sheet Items (Operating Fund)

Cash	9,423,871		7,015,243	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	9,423,871		7,015,243	
Accounts Receivable	2,671,191		2,646,275	

Month of: December 2022

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
31,883,367	31,170,000	713,367	30,866,847	1,016,521
156,828	156,828	-	231,192	(74,364)
31,864	15,000	16,864	53,721	(21,857)
234,468	251,000	(16,533)	238,705	(4,237)
25,123	5,000	20,123	-	25,123
1,281,135	432,667	848,468	563,983	717,152
33,612,784	32,030,495	1,582,289	31,954,447	1,658,337
6,116,782	5,925,642	191,140	5,326,777	790,005
3,366,758	3,604,978	(238,220)	3,173,512	193,247
9,483,540	9,530,620	(47,080)	8,500,288	983,252
28.2%	29.8%		26.6%	
24,129,244	22,499,875	1,629,369	23,454,159	675,085
71.8%	70.2%		73.4%	
1,198,786	1,954,462	(755,676)	1,057,017	141,769
4,384,433	4,401,137	(16,705)	4,235,023	149,410
930,043	1,086,566	(156,523)	995,983	(65,940)
6,513,261	7,442,165	(928,904)	6,288,022	225,239
19.4%	23.2%		19.7%	
17,615,982	15,057,710	2,558,273	17,166,137	449,846
52.4%	47.0%		53.7%	
11,180,012	10,961,261	218,751	10,824,294	355,718
122,211	122,211	-	484,358	(362,146)
361,681	361,681	-	361,681	-
1,554,719	1,554,719	0	1,516,492	38,227
13,218,623	12,999,872	218,751	13,186,824	31,799
39.3%	40.6%		41.3%	
4,397,360	2,057,838	2,339,522	3,979,313	418,047
13.1%	6.4%		12.5%	
2,000,000	2,000,000	-	2,100,000	(100,000)
2,397,360	57,838	2,339,522	1,879,313	518,047
7.1%	0.2%		5.9%	

Prepared By:

Office of the City Treasurer

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

Month of: **December 2022**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	2,000,000	2,000,000	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	2,000,000	1,000,000	1,000,000	1,000,000	Actual ADM cost share
Other	4,009,942	4,403,660	-	4,403,660	-	ARP and investment income
Total Revenue	4,009,942	8,403,660	3,000,000	5,403,660	3,000,000	
CapEx Project Spending						
Operating CapEx	-	9,382	430,000	(420,618)	430,000	81808112 423700
Professional Services	1,626	30,632	558,000	(527,368)	558,000	81808118 428000
Automotive Equipment	98,300	198,605	556,393	(357,788)	556,393	81808118 451000
Other Equipment	377,902	377,902	377,902	(0)	377,902	81808118 452000
System leak detection	3,200	33,248	34,848	(1,600)	34,848	81808118 486300
Water Main Replacement	131,513	2,929,708	-	2,929,708	-	81808118 488800
Water System Improvements	-	3,800	537,500	(533,700)	537,500	81808118 497000
SWTP Improvements	715,085	7,227,992	6,215,000	1,012,992	6,215,000	81808118 499200
Lake cap operating	179,529	607,391	865,183	(257,792)	865,183	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lake cap additional water	58,234	174,698	-	174,698	695,000	81808128 488900
Water Distribution System	-	-	-	-	-	
Total CapEx Spending	1,565,388	11,593,359	9,574,826	2,018,533	10,369,826	
Surplus (Deficit)	2,444,554	(3,189,699)	(6,574,826)		(7,369,826)	
Capital Fund Cash Position						
Cash Position Start of Month	3,526,869					
Cash Position Close of Month	5,971,424					
Interfund AR	781,816	Due to Water Capital fund from Capital Fund 45				

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

home

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

December 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,110	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	7,701	6,192	8,221	7,626	7,117	7,730	7,259	8,562	7,450	7,173	5,802	7,613	88,446	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	390	374	385	411	415	487	424	521	379	397	355	439	4,977	
Total	8,092	6,567	8,606	8,039	7,532	8,217	7,683	9,083	7,829	7,570	6,157	8,052	93,427	162.2%
Total Bill Count	37,928	33,700	41,539	35,922	36,604	38,150	36,404	39,418	36,519	36,104	33,997	39,051	445,336	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														
Customer Service Telephone Calls	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
	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	703,993	646,665	728,724	637,301	681,642	780,533	825,157	820,740	742,358	704,837	670,574	736,125	\$ 8,678,649	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	526,196	506,736	526,010	508,700	519,399	602,099	647,131	703,415	649,857	600,205	548,219	554,569	\$ 6,892,536	104.8%
Total	\$ 2,362,367	\$ 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	\$ 30,164,511	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	\$ 2,391,004	\$ 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	\$ 30,332,807	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 \$	2,480,268	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	\$ 31,704,803	103.6%
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	2,602,017	2,602,017	2,785,495	3,079,668	2,602,017	795,849	2,602,017	2,602,017	\$ 29,589,804	95.9%
% Cash to Billed	88%	113%	104%	99%	108%	93%	97%	104%	90%	29%	101%	99%	93.3%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	25,059	23,515	29,744	27,936	25,609	27,863	26,155	26,059	27,124	26,256	25,196	27,595	318,111	
Industrial	32	32	32	32	32	31	31	31	30	30	30	30	373	
Commercial	2,543	2,364	2,981	2,765	2,577	2,775	2,672	2,588	2,695	2,661	2,484	2,837	31,942	
Total	27,634	25,911	32,757	30,733	28,218	30,669	28,858	28,678	29,849	28,947	27,710	30,462	350,426	
Delinquent Bills														
Residential	-	-	-	4,387	6,732	7,683	7,558	7,340	6,874	7,526	6,504	8,347	62,951	
Industrial	-	-	-	-	-	-	-	-	-	-	-	2	2	
Commercial	-	-	-	267	381	428	386	371	402	419	354	431	3,439	
Total	-	-	-	4,654	7,113	8,111	7,944	7,711	7,276	7,945	6,858	-	66,392	
Total Bill Count	27,634	25,911	32,757	35,387	35,331	38,780	36,802	36,389	37,125	36,892	34,568	30,462	416,818	
Cubit Feet Consumption Billed														
Residential	10,767,334	9,925,623	11,990,776	11,474,746	10,630,019	13,136,467	12,474,128	12,523,984	14,250,073	11,615,797	10,495,775	11,253,709	140,538,431	
Industrial	42,014,828	44,147,266	38,456,220	47,075,410	43,606,652	44,110,636	42,577,898	45,582,125	45,982,380	43,048,898	43,680,269	41,088,785	521,371,367	
Commercial	9,042,082	8,539,316	9,981,824	10,106,822	10,333,931	11,504,792	12,736,138	12,592,992	13,918,961	12,999,776	10,471,377	10,076,006	132,304,017	
Total	61,824,244	62,612,205	60,428,820	68,656,978	64,570,602	68,751,895	67,788,164	70,699,101	74,151,414	67,664,471	64,647,421	62,418,500	794,213,815	
Water Shut Offs														
Customer Service Tphone Calls	3,386	3,059	4,192	4,648	4,295	5,598	4,216	4,714	4,588	4,657	4,757	4,710	52,820	
Water Billed \$														
Residential	\$ 658,240	\$ 608,620	\$ 737,412	\$ 705,777	\$ 658,305	\$ 805,547	\$ 762,270	\$ 761,373	\$ 806,390	\$ 720,000	\$ 659,559	\$ 710,844	\$ 8,594,336	
Industrial	\$ 1,118,507	\$ 1,166,364	\$ 1,036,264	\$ 1,236,052	\$ 1,156,692	\$ 1,220,483	\$ 1,163,663	\$ 1,241,562	\$ 1,237,861	\$ 1,168,410	\$ 1,271,240	\$ 1,124,335	\$ 14,141,432	
Commercial	\$ 473,329	\$ 444,867	\$ 530,008	\$ 521,367	\$ 520,493	\$ 582,380	\$ 624,173	\$ 611,566	\$ 661,567	\$ 623,536	\$ 445,288	\$ 538,805	\$ 6,577,379	
Total	\$ 2,250,076	\$ 2,219,852	\$ 2,303,684	\$ 2,463,196	\$ 2,335,490	\$ 2,608,410	\$ 2,550,106	\$ 2,614,501	\$ 2,705,818	\$ 2,511,946	\$ 2,376,087	\$ 2,373,984	\$ 29,313,148	
Penalty \$	\$ -	\$ -	\$ -	\$ 7,397	\$ 11,878	\$ 13,345	\$ 14,227	\$ 14,246	\$ 15,045	\$ 1,572	\$ 12,716	\$ 15,229	\$ 105,655	
Total Billed	\$ 2,250,076	\$ 2,219,852	\$ 2,303,685	\$ 2,470,593	\$ 2,347,368	\$ 2,621,754	\$ 2,564,333	\$ 2,628,747	\$ 2,720,863	\$ 2,513,518	\$ 2,388,803	\$ 2,389,213	\$ 29,418,804	
Raw Water Gallonage														
Gallons (000)	319,830	309,680	263,740	326,070	303,870	372,870	364,800	353,560	321,720	340,600	297,900	292,670	3,867,310	
\$ Billed	\$ 97,548	\$ 94,452	\$ 80,441	\$ 99,451	\$ 92,680	\$ 113,725	\$ 111,264	\$ 107,836	\$ 98,125	\$ 103,883	\$ 90,860	\$ 89,264	\$ 1,179,530	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,347,624	\$ 2,314,304	\$ 2,384,126	\$ 2,570,044	\$ 2,440,048	\$ 2,735,480	\$ 2,675,597	\$ 2,736,583	\$ 2,818,988	\$ 2,631,401	\$ 2,479,662	\$ 2,478,477	\$ 30,612,334	
Cash Revenue \$	\$ 2,387,168	\$ 2,334,499	\$ 2,476,584	\$ 2,581,739	\$ 2,449,633	\$ 2,686,789	\$ 2,688,433	\$ 2,775,446	\$ 2,729,320	\$ 2,659,178	\$ 2,605,104	\$ 2,492,951	\$ 30,866,844	
% Cash to Billed	101.7%	100.9%	103.9%	100.5%	100.4%	98.2%	100.5%	101.4%	96.8%	101.1%	105.1%	100.6%	100.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: December 2022

	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive, City Clerk, Data/Comms	8	7	7	7	7	7	8	7	7	8	8	8	9	7
Finance	21	18	19	19	20	21	21	21	21	19	19	19	19	20
Human Resources	4	4	4	4	4	4	3	4	4	4	4	4	4	4
Information Technology	8	8	8	8	8	8	8	8	8	8	8	9	9	8
Corporation Counsel	7	8	8	8	7	7	7	7	7	7	7	7	7	7
Economic & Community Dev	26	23	23	24	23	25	24	26	27	27	27	27	27	21
Public Safety	268	253	254	251	248	249	248	247	250	252	250	250	249	252
Public Works	113	103	104	104	103	103	101	102	105	107	107	108	107	110
Total Full Time	455	424	427	425	420	424	420	422	429	432	430	432	431	429
Part Time Staffing														
Executive	-	1	2	1	1	1	1	-	-	-	-	-	-	1
Legislative	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Finance	-	2	2	3	3	3	3	3	3	3	3	3	3	2
Human Resources	-	-	-	-	-	-	1	1	1	1	1	1	1	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	-	-	-	-	1	2	2	2	2	1	1	1	-
Public Safety	-	2	2	2	2	2	2	2	2	2	4	4	4	1
Public Works	-	-	-	-	-	8	9	8	2	-	-	-	-	2
Total Temporary	7	12	13	13	13	22	25	23	17	15	16	16	16	13
Total City Staff Headcount	462	436	440	438	433	446	445	445	446	447	446	448	447	442

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: December 2022

	2022 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	5	4	4	4	4	4	5	5	5	5	5	5	5	4
Public Transit	3	3	3	3	3	3	3	2	2	3	3	3	4	2
Total	8	7	7	7	7	7	8	7	7	8	8	8	9	7
Finance														
Finance	12	11	11	11	12	13	13	13	13	13	13	12	12	11
Purchasing	2	2	2	2	2	2	2	2	2	1	1	1	1	2
Utility Customer Service	7	5	6	6	6	6	6	6	6	5	5	6	6	7
Total	21	18	19	19	20	21	21	21	21	19	19	19	19	20
Human Resources														
Human Resources	4	4	4	4	4	4	3	4	4	4	4	4	4	4
Information Technology														
Information Technology	8	8	8	8	8	8	8	8	8	8	8	9	9	8
Corporation Legal Counsel														
Corporation Legal Counsel	7	8	8	8	7	7	7	7	7	7	7	7	7	7
Economic & Community Devel														
Planning, Sustainability, Admin	7	6	6	7	7	7	7	7	7	6	6	6	6	6
Building Inspections	7	6	6	6	6	7	7	7	7	7	7	7	7	6
Neighborhood Inspection	8	6	6	6	6	7	7	7	8	8	8	8	8	6
Neighborhood Services	4	5	5	5	4	4	3	5	5	6	6	6	6	3
Total	26	23	23	24	23	25	24	26	27	27	27	27	27	21
Public Safety														
Fire	109	104	105	105	105	106	105	105	105	107	106	106	106	104
Police	159	149	149	146	143	143	143	142	145	145	144	144	143	148
Total	268	253	254	251	248	249	248	247	250	252	250	250	249	252
Public Works														
PW Engineering	13	9	9	10	10	10	10	11	11	11	11	11	11	9
Fleet Maintenance	8	8	8	8	8	8	8	8	8	8	8	8	8	8
PW Municipal Services	46	44	45	44	44	42	41	40	43	43	42	44	43	51
PW Administration	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Water Production (Admin)	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Water Production (Lake)	5	4	5	5	5	6	6	6	6	6	6	5	5	3
Water Production South Plant	15	14	13	13	12	12	11	11	12	14	14	14	14	14
Water Services Distribution	22	20	20	20	20	21	21	22	21	21	22	22	22	21
Total	113	103	104	104	103	103	101	102	105	107	107	108	107	110
Total City Staffing	455	424	427	425	420	424	420	422	429	432	430	432	431	429
General Fund staffing	393	374	376	374	370	372	369	371	378	379	376	378	376	371
Other Fund staffing	62	50	51	51	50	52	51	51	51	53	54	54	55	51
Total staffing	455	424	427	425	420	424	420	422	429	432	430	432	431	422

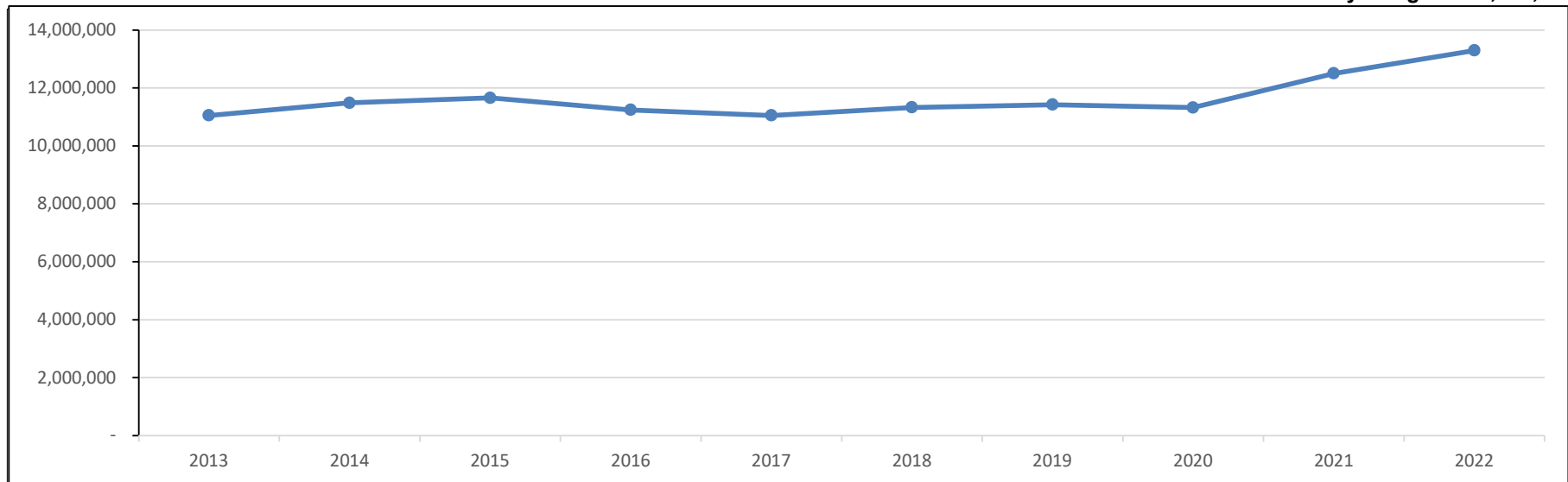
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX

Home

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	A
FEBRUARY	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	A
MARCH	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	A
APRIL	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	A
MAY	884,323	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	A
JUNE	954,864	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	A
JULY	922,915	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	A
AUGUST	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	A
SEPTEMBER	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	A
OCTOBER	925,873	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	A
NOVEMBER	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	A
DECEMBER	919,141	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	A

TOTALS	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	
									Year in Play Budget	12,700,000	

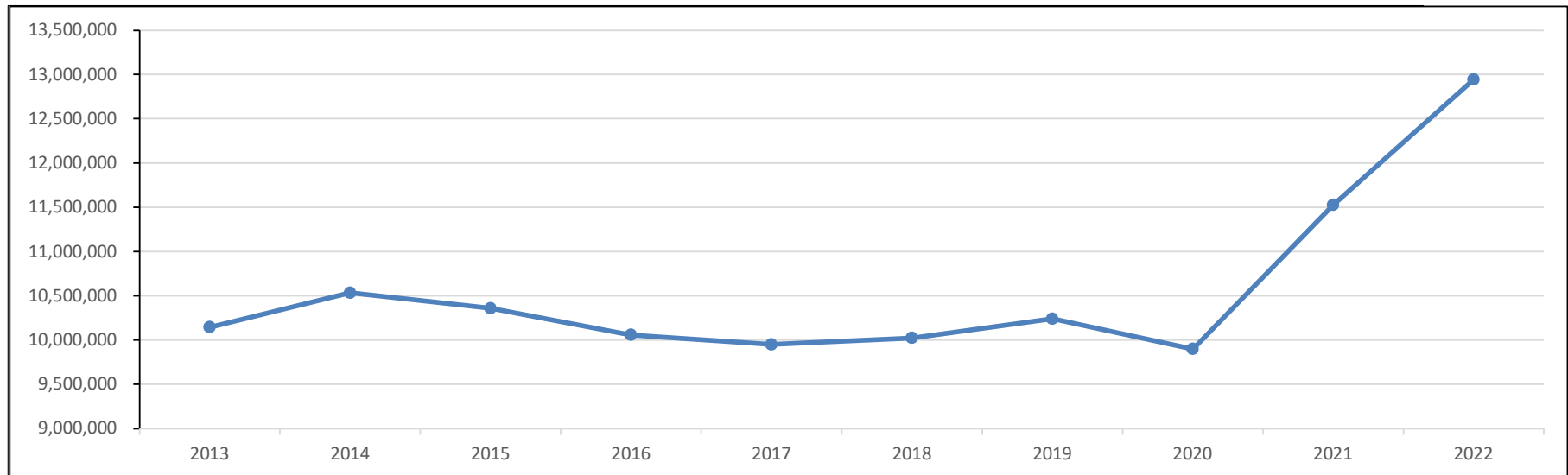


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

Projected Revenues

LOCAL SALES TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	A
FEBRUARY	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	A
MARCH	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	A
APRIL	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	A
MAY	775,938	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	A
JUNE	853,033	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	A
JULY	846,702	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	A
AUGUST	619,512	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	A
SEPTEMBER	901,318	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	A
OCTOBER	860,182	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	A
NOVEMBER	897,029	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	A
DECEMBER	864,499	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	A
TOTALS	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	
									Year in Play Budget	11,686,000	

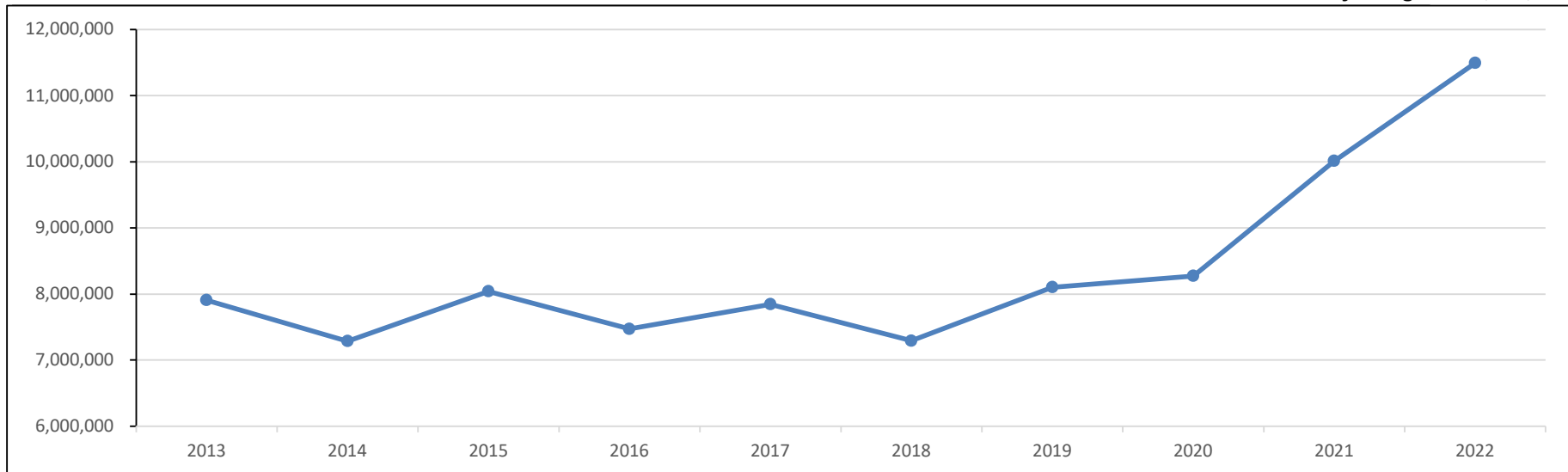


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	A
FEBRUARY	478,227	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	A
MARCH	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	A
APRIL	1,333,938	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	A
MAY	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	A
JUNE	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	A
JULY	1,298,806	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	A
AUGUST	441,258	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	A
SEPTEMBER	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	A
OCTOBER	419,882	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	A
NOVEMBER	409,627	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	A
DECEMBER	714,661	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	A
	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay					
TOTALS	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	
									Year in Play Budget	9,958,000	

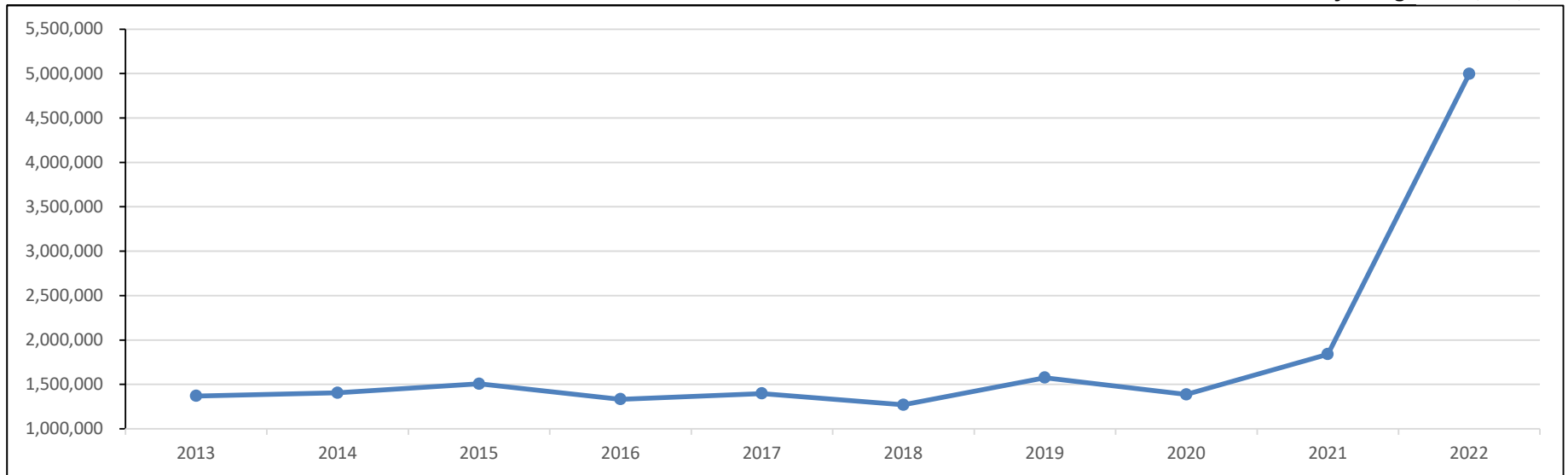


Schedule presents State LGDF distribution

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

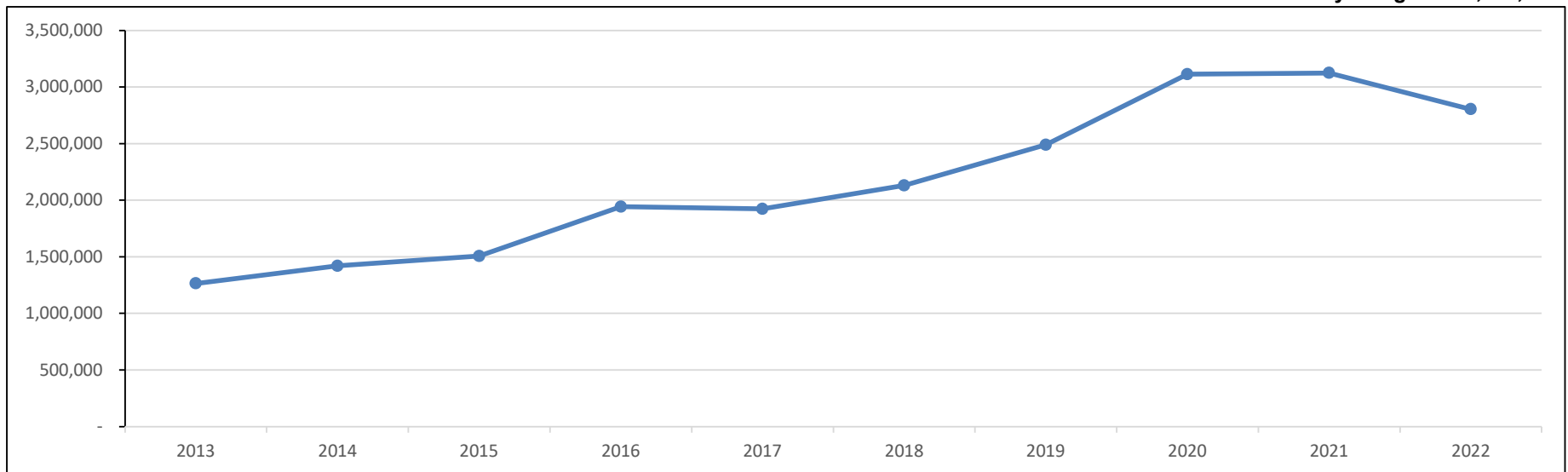
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	A
FEBRUARY	1,605	2,024	717	-	-	-	-	-	-	-	A
MARCH	62,898	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	A
APRIL	303,821	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	A
MAY	265,561	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	A
JUNE	937	-	2,501	12,343	-	-	3,173	-	-	3,546	A
JULY	260,211	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	A
AUGUST	29,295	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	A
SEPTEMBER	-	6,877	2,356	4,554	-	-	-	-	26,897	21,828	A
OCTOBER	188,719	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	A
NOVEMBER	-	-	-	1,876	-	-	1,332	-	6,015	-	A
DECEMBER	70,395	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	A
TOTALS	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	
								Year in Play Budget		2,117,722	



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

LOCAL USE TAX

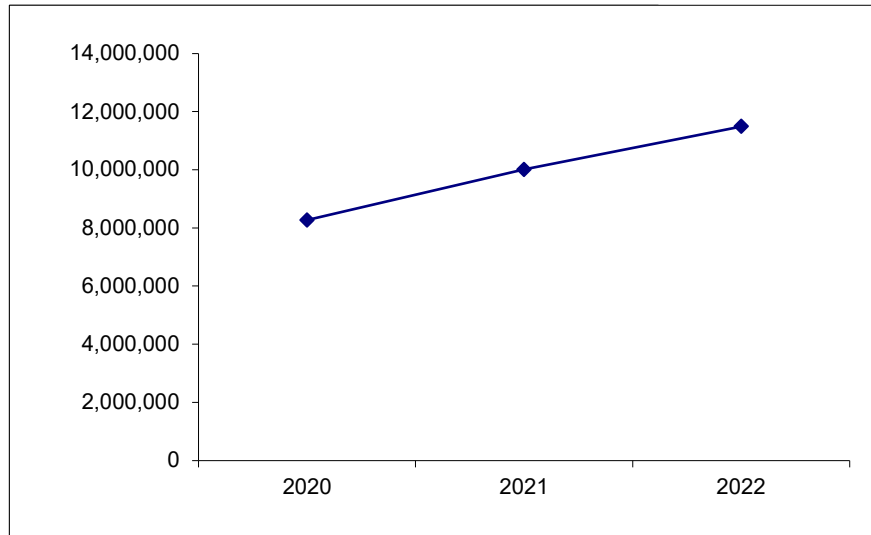
MONTH	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	A
FEBRUARY	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	A
MARCH	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	A
APRIL	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	A
MAY	76,976	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	A
JUNE	96,618	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	A
JULY	106,037	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	A
AUGUST	93,637	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	A
SEPTEMBER	124,363	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	A
OCTOBER	106,986	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	A
NOVEMBER	99,965	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	A
DECEMBER	107,849	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	A
TOTALS	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	
								Year in Play Budget		3,199,000	



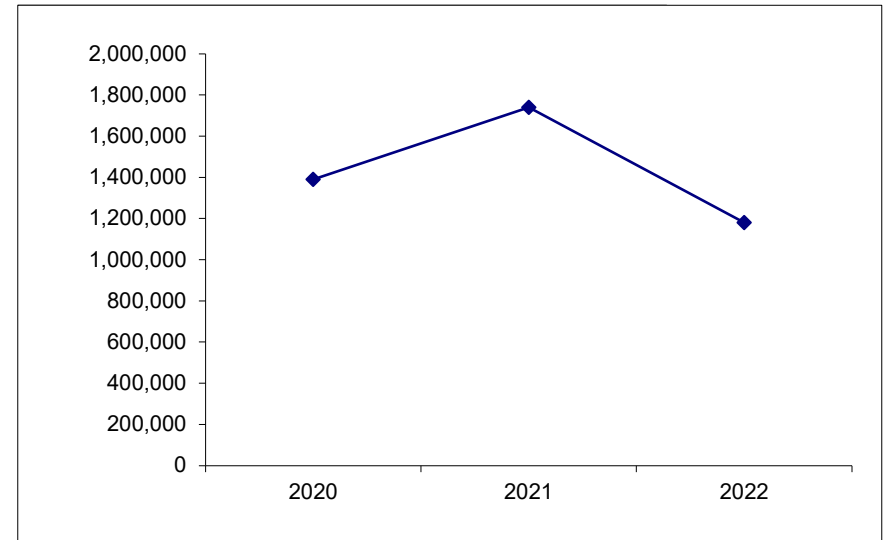
Schedule presents State distribution of Use Tax.

STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	696,621	807,110	960,878	A
FEBRUARY	717,710	853,298	1,198,126	A
MARCH	533,688	588,089	519,319	A
APRIL	783,855	937,702	1,109,452	A
MAY	767,466	1,280,911	2,238,522	A
JUNE	475,376	1,123,868	657,580	A
JULY	754,878	1,008,212	1,110,107	A
AUGUST	1,032,080	566,126	571,768	A
SEPTEMBER	584,790	597,861	621,357	A
OCTOBER	846,827	1,086,453	1,137,578	A
NOVEMBER	572,208	622,816	720,354	A
DECEMBER	506,596	539,685	646,330	A
TOTALS	8,272,095	10,012,130	11,491,369	
		Current Budget	9,958,000	
		Projected Amt Over (Under)	1,533,369	

**LOCAL TELEPHONE UTILITY TAX**

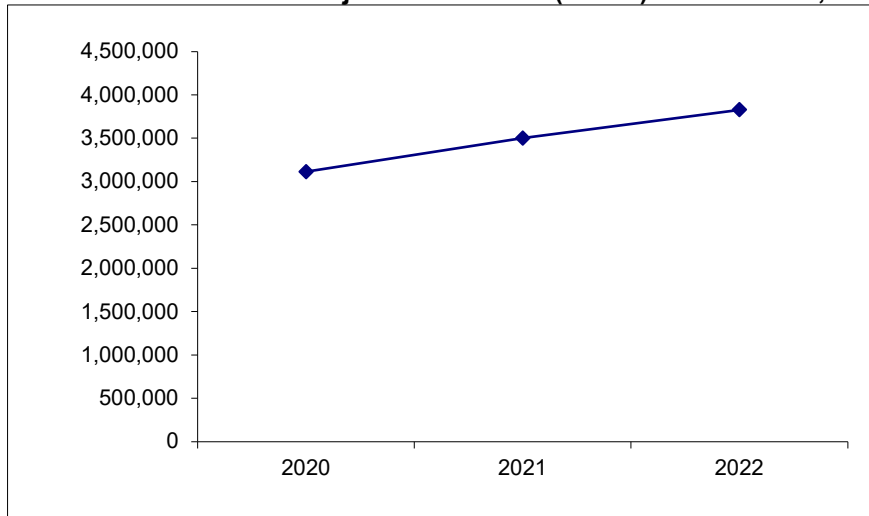
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	118,281	585,430	99,599	A
FEBRUARY	149,194	105,214	94,273	A
MARCH	123,430	97,810	97,801	A
APRIL	108,714	91,598	95,983	A
MAY	109,646	97,948	94,162	A
JUNE	111,749	129,008	97,606	A
JULY	111,967	101,474	95,378	A
AUGUST	110,398	111,428	98,967	A
SEPTEMBER	113,817	108,598	87,617	A
OCTOBER	115,280	103,735	116,632	A
NOVEMBER	111,618	105,524	99,450	A
DECEMBER	105,685	102,715	103,560	A
TOTALS	1,389,780	1,740,483	1,181,029	
		Current Budget	1,190,000	
		Projected Amt Over (Under)	(8,971)	



Projected Revenues

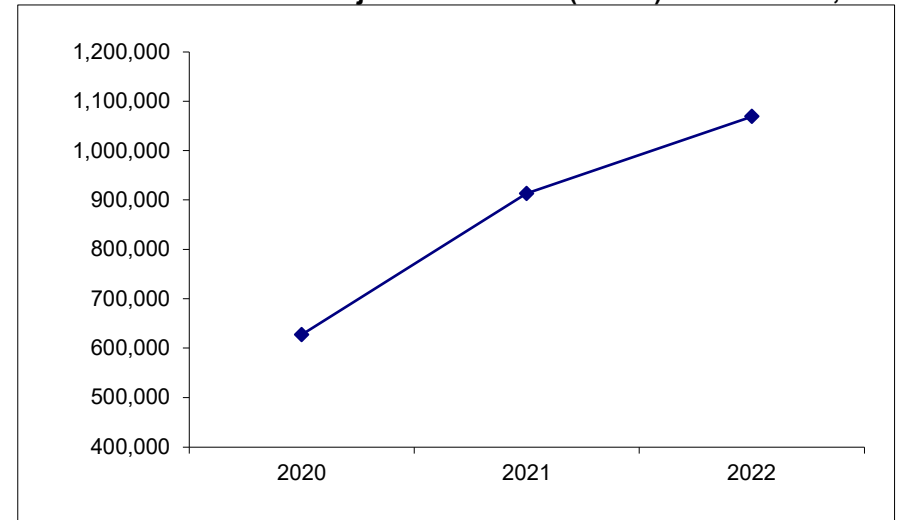
LOCAL FOOD & BEVERAGE TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	284,618	259,733	325,939	A
FEBRUARY	258,900	237,003	268,346	A
MARCH	244,619	251,710	254,687	A
APRIL	222,250	316,741	328,645	A
MAY	219,522	302,025	320,770	A
JUNE	270,572	314,701	345,385	A
JULY	290,434	295,357	338,253	A
AUGUST	294,210	307,177	344,233	A
SEPTEMBER	266,208	345,458	318,028	A
OCTOBER	262,691	112,289	326,439	A
NOVEMBER	272,130	460,845	323,232	A
DECEMBER	228,087	299,194	333,647	A
TOTALS	3,114,241	3,502,233	3,827,604	
		Current Budget	3,659,000	
		Projected Amt Over (Under)	168,604	



LOCAL HOTEL & MOTEL TAX

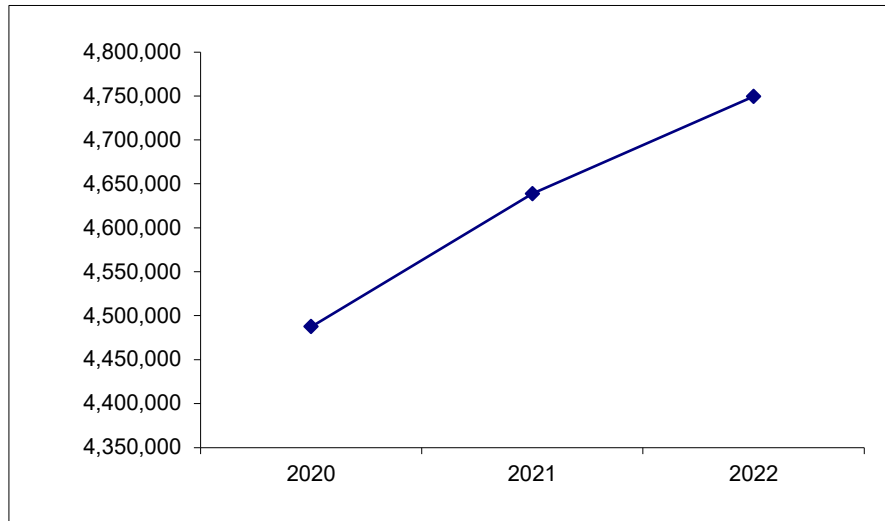
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	47,544	45,696	62,215	A
FEBRUARY	60,919	38,938	70,247	A
MARCH	64,916	46,068	65,323	A
APRIL	47,822	61,645	76,916	A
MAY	36,989	64,188	76,544	A
JUNE	42,366	80,612	95,446	A
JULY	51,435	82,463	104,261	A
AUGUST	61,174	96,057	91,208	A
SEPTEMBER	58,199	132,160	114,943	A
OCTOBER	58,122	39,548	101,643	A
NOVEMBER	49,065	147,855	120,882	A
DECEMBER	49,070	78,023	89,647	A
TOTALS	627,620	913,254	1,069,274	
		Current Budget	849,000	
		Projected Amt Over (Under)	220,274	



Projected Revenues

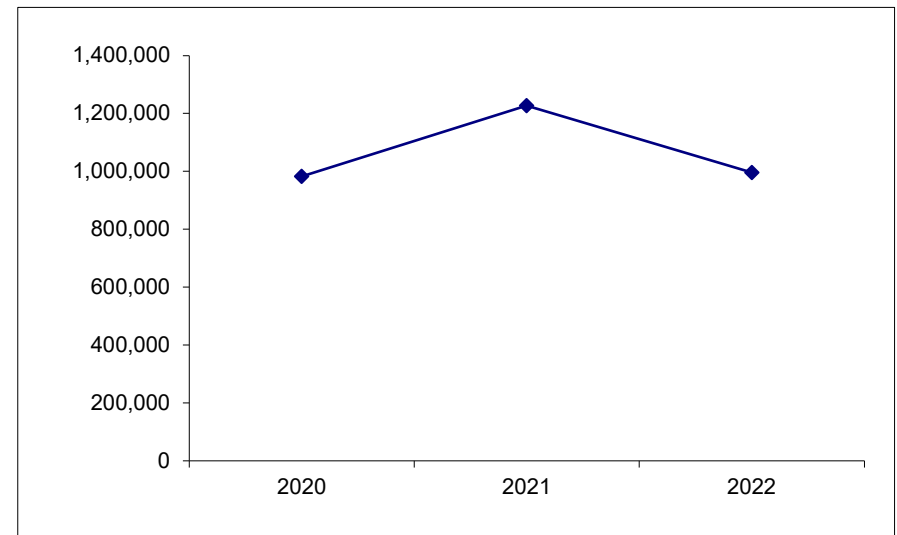
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	399,612	387,338	451,232	A
FEBRUARY	446,586	-	-	A
MARCH	423,748	964,355	1,170,976	A
APRIL	399,998	406,775	453,756	A
MAY	357,108	369,203	376,488	A
JUNE	308,307	348,848	327,903	A
JULY	332,111	338,442	311,731	A
AUGUST	362,045	338,344	323,917	A
SEPTEMBER	344,970	375,057	323,685	A
OCTOBER	349,841	372,509	316,968	A
NOVEMBER	315,113	324,568	318,048	A
DECEMBER	448,180	413,270	375,073	A
TOTALS	4,487,618	4,638,709	4,749,776	
		Current Budget	4,925,000	
		Projected Amt Over (Under)	(175,224)	



LOCAL CABLE TV TAX

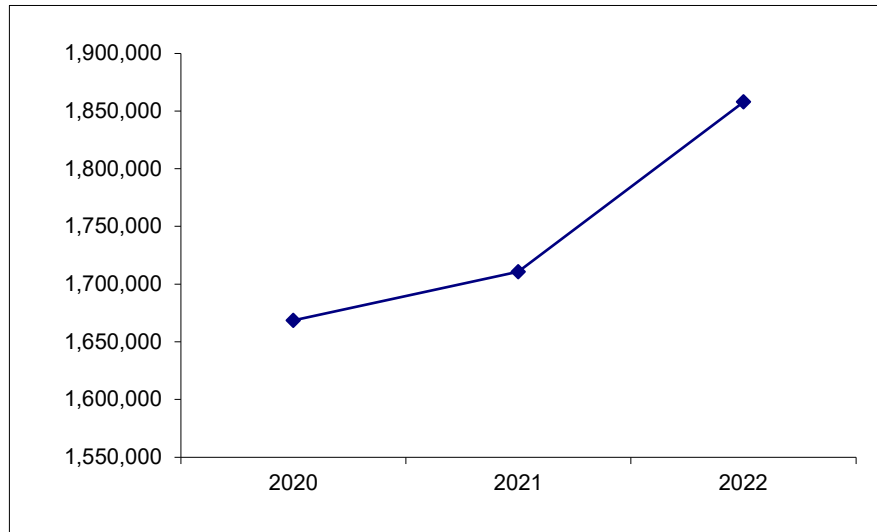
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	16,892	115,677	13,687	A
FEBRUARY	229,481	248,600	235,066	A
MARCH	-	-	-	A
APRIL	16,827	14,722	12,982	A
MAY	230,292	238,382	245,500	A
JUNE	-	-	-	A
JULY	16,588	-	-	A
AUGUST	226,172	252,130	254,979	A
SEPTEMBER	-	-	-	A
OCTOBER	15,603	-	-	A
NOVEMBER	230,799	254,330	233,712	A
DECEMBER	-	102,715	-	A
TOTALS	982,654	1,226,555	995,925	
		Current Budget	1,127,000	
		Projected Amt Over (Under)	(131,075)	



Projected Revenues

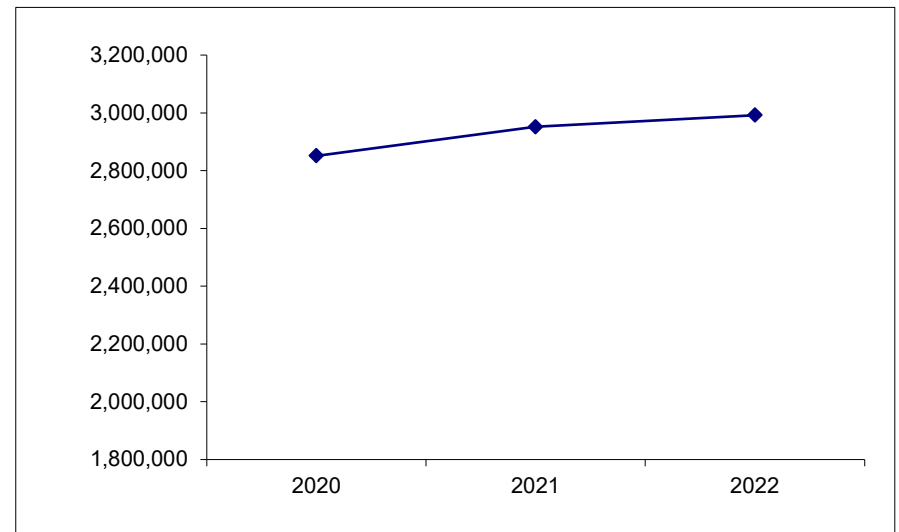
LOCAL MOTOR FUEL TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	153,947	137,973	155,334	A
FEBRUARY	145,620	116,174	146,251	A
MARCH	147,749	137,669	125,153	A
APRIL	127,256	141,621	142,456	A
MAY	102,884	143,395	147,235	A
JUNE	124,240	146,898	162,643	A
JULY	138,531	145,659	164,199	A
AUGUST	172,395	150,514	166,136	A
SEPTEMBER	145,246	151,331	173,019	A
OCTOBER	136,144	52,940	162,198	A
NOVEMBER	147,913	239,007	162,085	A
DECEMBER	126,825	147,717	151,229	A
TOTALS	1,668,749	1,710,898	1,857,939	
		Current Budget	1,700,000	
		Projected Amt Over (Under)	157,939	



STATE MOTOR FUEL TAX

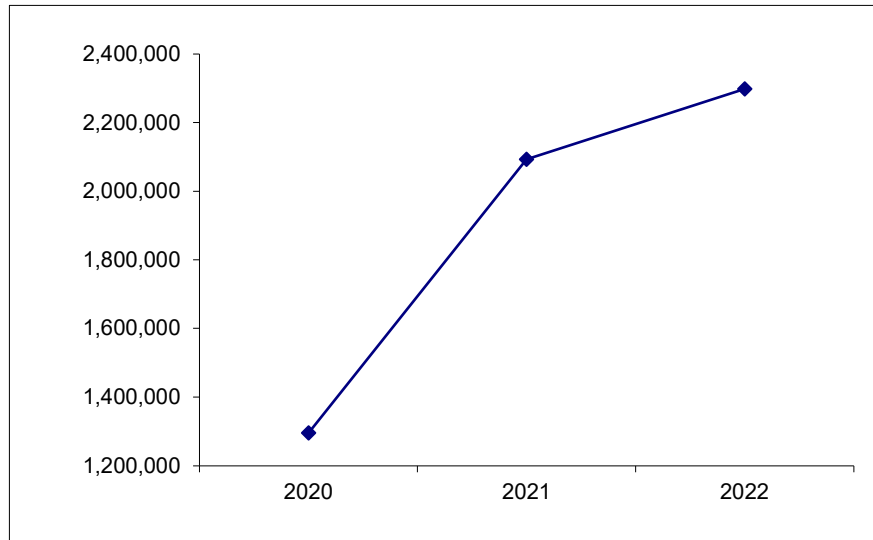
MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	334,151	252,696	283,072	A
FEBRUARY	236,781	220,266	258,944	A
MARCH	234,236	208,011	178,756	A
APRIL	242,487	215,526	253,405	A
MAY	225,768	250,786	255,437	A
JUNE	178,759	248,729	256,227	A
JULY	183,917	255,517	265,264	A
AUGUST	225,064	253,309	259,754	A
SEPTEMBER	262,629	274,663	249,395	A
OCTOBER	243,948	263,188	252,007	A
NOVEMBER	240,708	242,427	239,391	A
DECEMBER	243,187	267,134	240,655	A
TOTALS	2,851,636	2,952,253	2,992,307	
		Current Budget	4,657,246	
		Projected Amt Over (Under)	(1,664,939)	



Projected Revenues

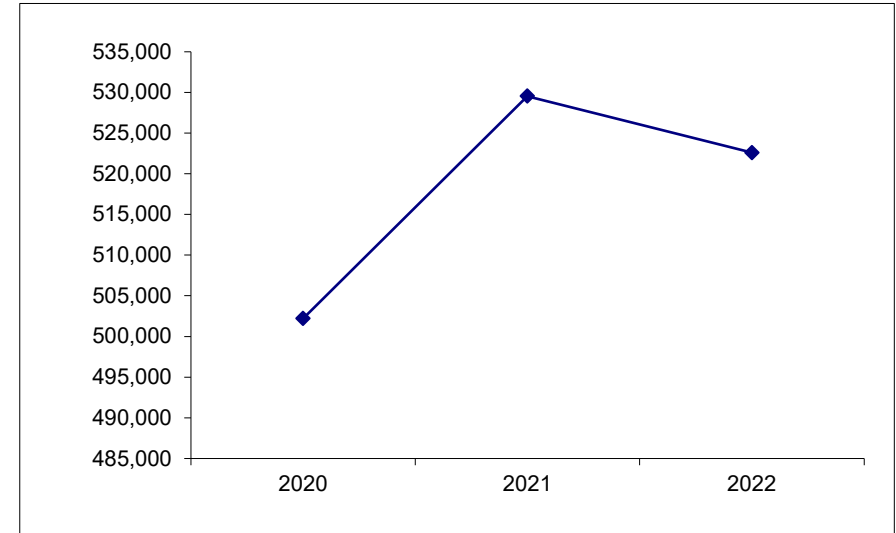
STATE VIDEO GAMING TAX

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	135,374	85,531	186,950	A
FEBRUARY	133,358	-	194,055	A
MARCH	135,318	85,407	165,854	A
APRIL	145,178	176,056	170,074	A
MAY	88,724	257,275	230,570	A
JUNE	39	244,343	217,794	A
JULY	-	223,954	197,376	A
AUGUST	-	208,113	183,024	A
SEPTEMBER	177,321	217,309	190,168	A
OCTOBER	157,243	203,717	182,080	A
NOVEMBER	159,596	196,248	191,184	A
DECEMBER	163,553	194,733	189,255	A
TOTALS	1,295,704	2,092,686	2,298,383	
		Current Budget	2,400,000	
		Projected Amt Over (Under)	(101,617)	



LOCAL LIQUOR LICENSE FEE

MONTH	2020 Actual	2021 Actual	2022 Year in Play	
JANUARY	3,717	3,989	-	A
FEBRUARY	1,287	-	6,010	A
MARCH	1,496	2,459	702	A
APRIL	-	2,018	-	A
MAY	-	194,556	288,825	A
JUNE	-	312,435	217,825	A
JULY	326,750	-	3,280	A
AUGUST	164,840	6,600	200	A
SEPTEMBER	2,246	3,593	600	A
OCTOBER	-	100	150	A
NOVEMBER	300	-	3,093	A
DECEMBER	1,588	3,807	1,914	A
TOTALS	502,225	529,556	522,599	
		Current Budget	528,000	
		Projected Amt Over (Under)	(5,401)	



DATE: 1/17/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Motion Approving City Council Policy on Replacing Privately Owned Lead Water Services

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
City Council Policy Replacing Privately Owned Lead Water Services	Backup Material

January 12, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Proposed City Council Policy on Replacing Privately Owned Lead Water Services

It is recommended that the City Council consider and adopt a new policy concerning the replacement of privately owned lead water service lines.

The USEPA has mandated that local government-owned public water distribution systems develop comprehensive plans for the replacement of privately owned lead water service lines. State and Federal mandates so far do not provide any funding to assist cities in the replacement of privately owned lead water services, and neither the State or Federal government has sought to deal with a potentially larger lead-poisoning threat concerning lead pipes inside privately owned structures.

The city of Decatur has no all-lead water service lines. But there are numerous private laterals identified as rigid galvanized steel pipes, and many of these are connected at the main by a pliable lead “gooseneck.” The proposed policy is not a response to government mandate; developing a plan complies with the mandate. Instead, it is a proactive strategy to assist effected property owners—the vast majority of whom are located in or near the city’s urban core, because lead water service lines were installed prior to 1940.

The proposed policy uses a cost-sharing approach because the laterals are privately owned. In addition to this policy, city staff will continue to replace privately owned lead service water services in conjunction with future road and water distribution system infrastructure projects.

E. INFRASTRUCTURE

3. Privately Owned Lead Water Services

Background

The City's water system contains 532 miles of water mains that distribute potable water throughout the City to nearly every resident. The water system contains 29,368 water services that convey water from the City's water mains to water users. Approximately 95% of the water services are to residential customers.

Chapter 64 of the City Code contains the following requirements regarding water service lines:

- **Residential water lines on the right of way:** the City shall maintain and keep in repair the water service line from the City main to the discharge side of the curb stop which is normally located at the property line.
- **Residential water lines on private property:** the owner of the property served thereby shall maintain and keep in repair the service line from the discharge side of the curb stop to the intake side of the water meter.
- **Commercial service lines and industrial service lines:** the owner of the property served will maintain the service in its entirety from the tap at the City main to the discharge side of the water meter.

Lead Contaminated Services

Public Act 102-0613 Lead Service Line Replacement and Notification Act was approved by the Governor on August 27, 2021. The Act includes the following requirements pertaining to water service lines in the City:

- The City is to prepare a comprehensive water service line material inventory.
- The City is to prepare a comprehensive lead service line replacement plan. This will include the following:
 - Replace all lead service lines connected to the distribution system
 - Replace all galvanized service lines if ever downstream of a lead service line or "goose neck".

The City's 2021 water service line inventory indicates the following with respect to lead service lines:

- There are 29,368 water service lines in the City's water distribution system.
- There are 6,305 water services that need to be addressed for lead or lead exposure.
- 6,281 water services need to be replaced on the private side of the curb box.
- 4,080 water services need to be replaced on the public side of the curb box.
- Approximately 400 water services are commercial or industrial.

The City has no all lead service lines in its system. The lead contaminated water services in the City's system are identified as rigid galvanized steel services that were connected at the main by a pliable lead "goose neck." Lead service lines are located in the older sections of the City and were generally installed prior to 1940. With some exceptions, older areas of the City often have lower property values and a reduced ability to pay for the full cost of replacement. The cost to replace the private side of a residential service is variable depending on the property and can cost between \$2,000 - \$5,000.

Due to the hardship imposed on property owners who need to replace water services with possible lead contamination, it is proposed that the City share in the cost to replace identified services. The cost share to be offered is given in Table 1.

Table 1

Type of Service	Service Location	% Cost Share	Maximum Cost Share	Additional Provisions
Residential	Private property	50%	\$3,000	All work on private property will be completed by a private contractor retained by the property owner.
Commercial	From the main to the building	50%	\$5,000	- The City will provide traffic control for street excavation work. - A private contractor, employed by the property owner, will provide all required pavement removal and water service replacement. - The City will complete pavement / sidewalk, curb & gutter restoration.

Residential: The City will pay or reimburse 50% of the costs to a maximum of \$3,000 for all private property water service replacement work. The City owns the portion of the water service located on the right of way and will pay 100% of public property costs.

Commercial: By City Code, these services are wholly owned by the property owner from the main to the building. The City will pay or reimburse 50% of the water service replacement costs to a maximum of \$5,000. In addition, the City will provide traffic control for work being done in the street and the City will provide all pavement, sidewalk, and curb & gutter replacement.

Legal Department

DATE: 1/12/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 52 Alcoholic Liquor

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

January 12, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Amendments to the Alcoholic Beverage Code

It is recommended that the City Council adopt the proposed ordinance amending the Alcoholic Beverage Code. The proposed ordinance makes 3 substantive revisions:

1. Amends the description of a Class "L" licensee to increase the square footage limitation, reduce the number of allowed Class "L" licenses, and removes the 60% sale threshold. Class "L" language still has restricted hours, prohibits video gaming and imposes other limitations. This revision is recommended to facilitate the development and opening of a new business in the former Talbots store on the street level of the Hickory Point Bank Building downtown. The new business will offer a unique approach to on-premises retail wine tasting, and the subsequent package sales of wine and other alcoholic beverages.
2. Amends the Alcoholic Beverage Code by adding language regulating BYOB arrangements at businesses that do not possess an on-site "pour" liquor license.
3. Amends the Alcoholic Beverage Code by increasing the Class "A" license cap by one (1). This revision is required to comply with the contract and settlement arrangement reached between the city and MWAA/Tammy Hiser for the acquisition of land and buildings needed for the Brush College project—a site known as the "New Back Door." Under the terms of this contract, the city is required to grant a Class "A" liquor license to Niemann Foods, increase the maximum allowable Class "A" licenses, if necessary, to grant a new Class "A" license, and to subsequently allow video gaming wherever Niemann Foods locates the Class "A" license.

Niemann Foods plans to use the license at their West Grand retail strip. They already know they will not receive any tax increment financing proceeds for this development, since the existing TIF redevelopment plan does not allow funding for a Class "A" liquor establishment, or for a laundromat.

ORDINANCE AMENDING CITY CODE
- CHAPTER 52 -
- ALCOHOLIC LIQUOR -

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4 and 10, so that Sections 4 and 10 as so modified and amended, shall provide as follows:

4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:...

...**Class L**, under which the licensed premises may only be a retail store of not more than 5,000 square feet and in which the licensee has invested therein not less than Fifty Thousand Dollars (\$50,000.00) (which may include the capitalized value of the first five (5) years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices, which said Class L license shall not be issued for any premises located within two hundred (200) feet of any church, school, or subsidized disabled adult and elderly multi-story housing facility. Said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class L license shall authorize the sale of alcoholic liquor to be sold for consumption on or off of the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. No video gaming, drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class L license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of this Class shall be limited to two (2). Class L licenses are non-transferrable. ...

...**Class BYOB**, under which a licensed premises is authorized to allow for the consumption of beer and wine brought onto the premises by a patron over the age of twenty-one (21) for on-site consumption on the premises of a restaurant, which does not otherwise possess a City of Decatur liquor license. BYOB shall only be permitted in conjunction with the purchase of consumption of a meal, is limited to the licensed premises, and is limited to no more than one (1) seven hundred fifty (750) milliliter bottle of wine or thirty-six (36) ounces of beer. The establishment may provide glassware and ice to patrons, and may uncork, pour, serve or otherwise control the consumption of the beer or wine. A certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service shall be provided upon application. Video gaming shall be prohibited in establishments that possess a Class BYOB license....

...10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 40 and the issuance of a maximum number of Class B licenses is limited to 53. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L is limited to two (2). Issuance of Class M and Class N licenses is limited to three (3). Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises

were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of January, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52 **- ALCOHOLIC LIQUOR -**

4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:...

...**Class L**, under which the licensed premises may only be a retail store of not more than ~~2,500~~ 5,000 square feet and in which the licensee has invested therein not less than Fifty Thousand Dollars (\$50,000.00) (which may include the capitalized value of the first five (5) years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices, which said Class L license shall not be issued for any premises located within two hundred (200) feet of any church, school, or subsidized disabled adult and elderly multi-story housing facility. Said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class L license shall authorize the sale of alcoholic liquor to be sold for consumption on or off of the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. No video gaming, drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class L license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. ~~The sale of alcoholic liquor shall only be incidental to the sale of non-alcoholic goods and 60% or more of the gross revenue of the business must be from the sale of non-alcoholic goods.~~ Issuance of this Class shall be limited to ~~three (3)~~ two (2). Class L licenses are non-transferrable. ...

...**Class BYOB**, under which a licensed premises is authorized to allow for the consumption of beer and wine brought onto the premises by a patron over the age of twenty-one

(21) for on-site consumption on the premises of a restaurant, which does not otherwise possess a City of Decatur liquor license. BYOB shall only be permitted in conjunction with the purchase of consumption of a meal, is limited to the licensed premises, and is limited to no more than one (1) seven hundred fifty (750) milliliter bottle of wine or thirty-six (36) ounces of beer. The establishment may provide glassware and ice to patrons, and may uncork, pour, serve or otherwise control the consumption of the beer or wine. A certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service shall be provided upon application. Video gaming shall be prohibited in establishments that possess a Class BYOB license...

...10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to ~~39~~ 40 and the issuance of a maximum number of Class B licenses is limited to 53. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L is limited to two (2). Issuance of ~~Class L~~, Class M and Class N licenses is limited to three (3). Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation.

Legal Department

DATE: 1/12/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 54.1 Video Gaming License

SUMMARY RECOMMENDATION: Memo is attached.

BACKGROUND: Proposed ordinance imposes a 6-month moratorium on the issuance of any new video gaming licenses unless an application for the same has been properly submitted and filed with the City Clerk prior to January 1, 2023. Only two local businesses have submitted valid applications for video gaming prior to January 1, 2023.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

January 12, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Video Gaming License Temporary Moratorium

The City Council is nearly unanimous in its desire to slow, and if possible stop, the growth in local video gaming; but achieving this outcome involves changes to different sections of the code, and it is complicated. For this reason, a six-month moratorium on the issuance of new video gaming licenses (from establishments that have not already submitted applications by January 1, 2023) is requested.

The city cannot take video gaming licenses from establishments that are operating lawfully and paying their taxes (without incurring legal liability for a “taking”). Some businesses that have video gaming, however, are not operating lawfully, and/or are not paying their taxes. These establishments can be shut down—usually using provisions of the Alcoholic Beverage Code, after a hearing and adjudication by the Liquor Commissioner. In recent months, staff has been much more aggressive in auditing and identifying businesses that are not in compliance with the City Code and/or fail to pay their city taxes.

Apart from locations operating illegally and/or not paying their taxes, where we see businesses trying to add video gaming in ways that were not envisioned by the City Code or the City Council occur in two categories: 1) businesses that would like to operate as a video gaming parlor, but cannot because parlor licenses are capped, so instead they try and operate as restaurants, but fail to meet the 51% food and non-alcoholic beverage revenue requirement; and 2) gas stations and convenience marts that believe they can add enough ready-to-eat food to their retail offerings, add a few tables and chairs, call themselves a restaurant, and then apply for a restaurant liquor license so they can add video gaming.

Shutting down these and other loopholes require extensive amendments of the city’s Alcoholic Beverage Code (since under state law, video gaming can only happen in liquor license businesses). Staff has already submitted to council a summary of the changes we are working on, but more time and study is required to perfect the ordinance changes. I believe a 6-month pause, in the form of a moratorium, on video gaming license issuance is enough time to complete work on ordinance revisions and bring them to the City Council for final action.

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 54.1 –
- VIDEO GAMING LICENSE –

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

WHEREAS, the City of Decatur is a home rule unit of local government pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the City of Decatur has the authority to adopt ordinances and promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and,

WHEREAS, the City of Decatur has the authority to regulate certain businesses including video gaming under its police power; and,

WHEREAS, the Council of the City of Decatur has expressed concern regarding the proliferation of video gaming terminals throughout the City and its effects on its citizens; and,

WHEREAS, certain businesses are applying for liquor licenses solely to obtain the eligibility for video gaming terminals even though there is a limitation on the number of video gaming parlors; and,

WHEREAS, to deter certain classes of liquor licenses from being abused for the sole intention of operating a video gaming establishment, amendments to liquor license classifications will be required; and,

WHEREAS, staff is presently preparing amendments to present to Council to accomplish this goal; and,

WHEREAS, until those amendments are presented to Council and adopted, staff recommends a temporary six (6) month moratorium on the issuance of video gaming licenses for new applicants not received at the City as of January 1, 2023 for the location requested.

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

SECTION 1. That the above recitals are hereby declared to be true and correct findings of the City Council of the City of Decatur and are incorporated herein.

SECTION 2. That a moratorium on the issuance of new video gaming licenses under Chapter 54.1 of the City Code is hereby placed on new applicants not received at the City as of January 1, 2023 for the location requested.

SECTION 3. That this moratorium shall be effective until the earlier of the following: (i) July 17, 2023; or (ii) the date that City Council repeals this Ordinance.

SECTION 4. That this Ordinance shall be effective immediately upon passage and shall take precedence and be interpreted as superseding any other ordinance or statute in conflict with the provisions of this Ordinance.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of January, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

City Clerk

DATE: 1/12/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 55.1 Mobile Food Units, Temporary Vendor Stands, and Food and Beverage Carts

SUMMARY RECOMMENDATION: Ordinance language options for Mobile Food Trucks will be given to the Council prior to the January 17, 2023 meeting.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

January 12, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Food Truck Regulations

Within the last month, citizens have appeared at council meetings requesting that the city's new food truck regulations be revisited—principally as it concerns the fees for operating food trucks in the city of Decatur. As a result, a majority of the City Council agreed to place this matter back on the council's agenda for additional consideration. A copy of the current ordinance is attached.

The current ordinance was adopted on May 16, 2022 by a 5-to-2 vote. Councilman Faber voted against the ordinance because he felt allowing food trucks in the central business district would create too great a strain on existing "brick-and-mortar" restaurants that were still struggling to survive as the community emerged from COVID. Councilman Kuhle voted against the ordinance (not because he was opposed to food trucks, but rather) because he wanted to open things up more slowly for food trucks and therefore advocated an alternative strategy allowing food trucks downtown one day a week instead. The May 16, 2022 discussion hardly mentioned the annual fees for food truck permits, and focused instead on access to toilet facilities, balancing the needs and concerns of "brick-and-mortar" restaurants (e.g., requirements that food trucks be placed a minimum distance from the nearest open restaurant), and how food truck regulations would apply differently when they are stand alone, as opposed to being part of a community festival or celebration sponsored by a local non-profit.

Attachments also include a food truck fee summary of Central Illinois cities (over about 30,000 population). The summary of fees charged by other Central Illinois cities has no clear pattern. Many of these cities also have general business licensing fees (which the city of Decatur does not have). In all of these locations the local county health department has the authority to also inspect food trucks to verify compliance with public health and food preparation requirements.

The May 16, 2022 council meeting, and the pre-meeting discussions on this topic, involved debate about whether the city should seek to create a "level playing field" between food trucks that do not invest in the downtown and do not pay property taxes, and "brick-and-mortar" businesses that pay property taxes and make larger capital investments. The ordinance does not permit food trucks to locate with 200 feet of a traditional restaurant (if it is open). I believe the fee adopted in May reflected this debate. It was not established to cover the cost of staff inspections and tax collection efforts, or to make money for the city. In the past the city had licensed food truck for specific locations; the new ordinance allowed unlimited food truck placement (so long as they were off the right-of-way, secured the property owners permission, had access to toilets, electrical, provided a way to dispose of garbage, etc.).

The annual fee charged to food trucks is a policy matter for the City Council to decide. The fee should recover at least some of the city's administrative and inspection overhead, recover city costs to clean-up after food trucks if they do not do so themselves and are not part of a festival or community celebration, incorporate the council's views about competition, and reflect the council's views about the extent to which they wish to encourage and promote food trucks—downtown and throughout the rest of the city.

Prior to the January 17 meeting, staff will distribute ordinance language options for council members to consider.

CHAPTER 55.1

MOBILE FOOD UNITS, TEMPORARY VENDOR STANDS, AND FOOD AND BEVERAGE CARTS

(Added Chapter 55.1, Ordinance 2022-25, May 16, 2022)

1. **DEFINITIONS.** For the purpose of this Chapter, the certain words or phrases shall be defined as set forth:

(a) Mobile Food Unit shall mean a motorized truck, trailer or moveable temporary structure food unit from which cooked, wrapped, packaged, processed or frozen, cold or hot pre-packaged foods are sold for immediate consumption and which conducts all or part of its operations on premises other than its own and is readily movable, for transport to another location. Mobile food units do not include street and sidewalk vendors.

(b) Temporary Vendor Stands shall mean establishments within a movable temporary structure, truck or trailer created for temporary sales of food that is not temperature controlled, confections, goods, wares or merchandise with no or minimal assembly on site.

(c) Food and Beverage Cart shall mean any table, pushcart, wagon or other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Secretary of State.

(d) Downtown District, for the purposes of this Chapter, shall mean any parcel or territory in the area generally bounded by Wood Street, Franklin Street, Eldorado Street and Church Street.

Added Chapter 55.1 May 2022

(e) Central Park means the area bounded on the north by the right-of-way line of North Park Street, on the west by the right-of-way line of North Water Street, on the south by the right-of-way line of South Park Street, and on the east by the right-of-way line of North Franklin Street.

2. **LICENSE REQUIRED.** It shall be unlawful for any person to operate a mobile food unit, temporary vendor stand, or food and beverage cart within the City of Decatur, as defined in this chapter, without first having obtained a license for that purpose. Each mobile food unit, temporary vendor stand, or food or beverage cart license shall expire on December 31 of each year. Licenses are non-transferrable. The issued license is valid only for one mobile food unit, one temporary vendor stand, or one food and beverage cart. Upon approval, licensees must permanently affix the license to their food unit, vendor stand, or cart in a prominent location, visible to the public.

3. **APPLICATION.** No person or entity may operate a mobile food unit, temporary vendor stand, or food and beverage cart without submitting a written application for such license, as applicable, to the City of Decatur's Department of Finance. The applicant shall obtain a certificate of registration from the City of Decatur Department of Finance to collect sales and food and beverage tax as required. The application shall include the following:

(a) The name, signature, address and telephone number of each applicant and each corporate officer, if applicable, for the license. No license shall be issued to an applicant under the age of 18.

(b) Whether the applicant has been convicted within the last five years of any offense related to theft, burglary, fraud, criminal sexual assault or criminal sexual abuse, or

offenses involving violence against another person. No license shall be issued to an applicant who answers in the affirmative.

(c) Whether the applicant or his employer has had a license issued pursuant to the Chapter revoked for cause.

(d) The proposed location(s) and times of operation for conducting business in accordance with this Chapter. A food and beverage cart vendor may submit up to two (2) locations for conducting business. The applicant shall provide to the City written consent from the property owner for all proposed locations. No licensee shall be located in a restaurant/store/office frontage right-of-way or inhibit customer traffic unless written approval has been received from said restaurant/store/office and submitted with the application. No mobile food unit or temporary vendor stand shall be operated on the City right-of-way unless located temporarily as part of a City-approved sponsored event.

(e) Proof of access to restroom facilities (toilet and lavatory) available for employees and customers of mobile food units which shall be located within 300 feet of the mobile food unit during times when the vehicle is operated in one (1) location for more than three (3) hours. Proof of access shall be evidenced by written agreement between the applicant and the business or entity which will provide access.

(f) License plate number and registration of the mobile food unit or temporary vendor stand (if applicable) proposed to be licensed.

(g) Printed image of the mobile food unit, temporary vendor stand or food and beverage cart to be used.

(h) A signed statement that the licensee shall hold harmless the city and its officers and employees, and shall indemnify the city, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

(i) Licensee shall obtain and maintain such public liability, food products liability, and property damage insurance as will protect vendor, property owners, and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The policy shall list the City of Decatur as additional insured. Said applicant shall file with the City of Decatur's Finance Department a Certificate of Insurance and said Certificate shall provide for not less than 30 days' notice to all insured prior to cancellation. Failure to maintain insurance required herein may result in a revocation of the license.

(j) When seeking a renewal, applicants shall submit an accurate record of sales, organized by date, from the previous year. Upon request, the licensee shall produce documentation in a manner acceptable by city staff, sufficient to verify the record of sales and taxes collected and remitted, such as dated cash register records or numbered receipts or other transaction register. For example, for 2021 license renewals, these records should reflect sales made from January 1, 2020 through December 31, 2020.

(k) Licensee shall notify the City's Department of Finance within 30 days of any change to application information provided.

4. LICENSE FEES.

(a) Mobile Food Unit: To operate a mobile food unit where allowed by applicable zoning, all vendors licensed under this chapter shall pay an annual license fee of \$500.00 per year, from January 1 through December 31. If the licensee operates an existing restaurant within the City of Decatur, the fee shall be \$250.00 per year. Should the license be issued after August 15 of any year, the fee shall be \$250.00 or \$125.00, respectively, for the remainder of the year.

(b) Temporary Vendor Stands: To operate a temporary vendor stand, all vendors licensed under this chapter shall pay an annual license fee of \$100.00 per year, from January 1 through December 31. If the licensee operates an existing restaurant within the City of Decatur, the fee shall be \$50.00 per year. Should the license be issued after August 15 of any year, the fee shall be \$50.00 or \$25.00, respectively, for the remainder of the year.

(c) Food and Beverage Carts: To operate a food and beverage cart within the Downtown District, the annual license fee shall be \$100.00 per year, from January 1 through December 31. If the licensee operates an existing restaurant within the City of Decatur, the fee shall be \$50.00 per year. Should the license be issued after August 15 of any year, the fee shall be \$50.00 or \$25.00, respectively, for the remainder of the year.

(d) No refunds shall be issued for businesses that fail to operate for an entire year.

5. TEMPORARY EVENTS. The licensing and application requirements of this Chapter do not apply to a mobile food unit, temporary vendor stand, or food and beverage cart operating at a festival, farmer's market, or other event of four (4) days duration or less permitted by the City

when the operator has the permission of the organizer of the event to be present at the event and the organizer of the event has met all City of Decatur requirements for holding the special event.

6. MOBILE FOOD UNITS IN THE DOWNTOWN DISTRICT.

(a) Mobile food units or their customers shall not impede traffic flow or emergency access or have an adverse effect on other activities on the property including, but not limited to required parking or traffic flow.

(b) No mobile food unit located in the Downtown District shall be located within 200 feet of an existing restaurant, while open for business.

(c) No tables or chairs may be setup by the licensee alongside a mobile food unit in the Downtown District, and appropriate refuse and recycling containers shall be provided for proper disposal of waste.

(d) Mobile Food units will only be allowed on property in the Downtown District between the hours of 6:00 am and midnight unless affiliated with an approved temporary special event (in which the event organizer will determine location and placement of the unit, in accordance with the event organizer's permit from the City).

7. PERMITS REQUIRED.

(a) If a mobile food unit, temporary vendor stand, or food and beverage cart requires an outside source for power, the Finance Department will arrange for electrical inspections. Permit holders shall comply with requirements of the Electrical Inspector based upon applicable electric codes. No power cable or equipment shall be extended at grade across any city street, alley or sidewalk without proper protection. Any power required for the

mobile food unit, temporary vendor stand, or food and beverage cart shall not use utilities drawn from the public right-of-way, without express written consent from the City.

(b) All food units operating within the City of Decatur, including at approved temporary events of four (4) days or less that are exempt from this license, shall obtain a permit and pass inspections by the Macon County Health Department or obtain a permit exemption from the Macon County Health Department before opening to the public.

8. REVOCATION AND SUSPENSION OF LICENSE OR PERMIT. Any license or permit issued under this chapter may be revoked or suspended by the City Manager, or his designee, if it is found, after a hearing:

(a) The licensee or permit holder has violated any of the provisions of this chapter, the laws of the State, or the ordinances of the City while engaged in the business of a mobile food unit, temporary vendor stand, or food and beverage cart.

(b) The licensee or permit holder has knowingly furnished false or misleading information or withheld relevant information on any application for a license or permit.

Prior to holding a hearing concerning the question of whether a license or permit issued pursuant to this Chapter shall be revoked or suspended, the City Manager shall give at least five days' written notice to the licensee setting forth the alleged violations specifically. The licensee or permit holder may present evidence at such hearing and cross-examine witnesses.

9. RESTRICTIONS.

(a) Hours of operation shall be limited to the hours between 6:00 a.m. and midnight within the City limits of Decatur.

(b) No approved mobile food unit, temporary vendor stand, or food and beverage cart shall be left unattended on a public way unless the public way has been closed as part of an approved event, festival or celebration.

(c) No mobile food unit, temporary vendor stand, or food and beverage cart shall use or maintain any outside sound amplifying equipment, lights, or noisemakers, such as bells, horns or whistles.

(d) No mobile food unit, temporary vendor stand, or food and beverage cart shall use external signs, bollards, seating, or any other equipment on public property or within the right-of-way.

(e) No mobile food unit, temporary vendor stand, food and beverage cart shall have a drive-through.

(f) The mobile food unit, temporary vendor stand, or food and beverage cart shall prominently display the name of the business owner.

(g) No appliances for outdoor cooking shall be allowed with a mobile food unit, temporary vendor stand, or food and beverage cart without express written consent from the City.

(h) A mobile food unit, temporary vendor stand, or food and beverage cart selling food and beverages shall, at a minimum, have available for public use a 35-gallon litter receptacle and a 20-gallon recycling container which is available for their patrons' use.

(i) No mobile food unit, temporary vendor stand, or food and beverage cart shall leave its location without first picking up, removing and disposing of all trash or refuse from the

sales made by the licensee. The licensee shall clean from surfaces any spills or stains caused by the business.

(j) No mobile food unit, temporary vendor stand, or food and beverage cart shall solicit or conduct business with persons in motor vehicles.

(k) Each mobile food unit and temporary vendor stand shall maintain a complete record of all sales. Receipts shall be available to customers upon request. A record of individual transactions shall be made available to the City of Decatur upon request.

(l) Mobile food units, temporary vendor stands, and food and beverage carts shall be kept in good operating condition and properly maintained.

(m) No property interest or right of occupancy is created by approving operation of mobile food units, temporary vendor stands, or food and beverage carts in any property or public location.

(n) Four (4) days or more with no sales or service to customers, shall require the mobile food unit, temporary vendor stand, or food and beverage cart to be removed from the licensee's approved site or moved into the side or rear yard of that site.

(o) No mobile food unit, temporary vendor stand, or food and beverage cart shall be located on an unimproved surface, except as part of a larger City-approved community festival or event.

(p) No cart, table, chair, or other object may be located within four (4) feet of any intersection as defined in the Illinois Vehicle Code, and such carts, tables, chairs, and

other objects must be located so as to provide a minimum of four (4) feet of unobstructed passage.

(q) Use of glass containers is prohibited. Any item(s) originally packaged in a glass container shall be served in a plastic or paper container.

(r) No licensee shall deface, mar, mark, damage or destroy public sidewalks, public right-of-ways or Central Park. All stains from wheels, spillage or other cause shall be removed within two (2) days. All food and beverage carts shall have a protective pad under their cart and site to protect the public sidewalk, public right-of-way or Central Park property.

10. **PENALTY.** Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day of a continuing violation be deemed a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another. Nothing provided for herein shall preclude the City of Decatur from seeking equitable relief, in addition to fines and penalties, as it deems appropriate.

Illinois Food Truck application	
City	Fees
Bloomington ¹	\$250 annually. \$50 one-off locations.
Champaign ²	\$25 app fee, \$200 annual fee per peddler.
Danville ³	\$600 annually.
Galesburg ⁴	\$250 annually.
Normal ⁵	No fee Food truck license considered a business license. No food trucks on a right of way allowed. Just need private property permission.
Peoria ⁶	\$300 annually outside downtown, \$3,400 annually everywhere if untethered, \$2400 annually if tethered to a restaurant.
Quincy ⁷	\$240 annually.
Springfield ⁸	\$250 annually.
Urbana ⁹	Private property: no fee, Public row: \$10/day per meter downtown, \$19/day per meter at hospital.
Decatur	\$500 annually for non-restaurants \$250 annually for Decatur restaurants Prorated halfway through the year

Works Cited:

*1- Source: <https://www.bloomingtonil.gov/Home/ShowDocument?id=9675> and ord: 2013-05

*2- Source:

<https://cityofchampaign.sharepoint.com/City%20Documents%20Internal/WordPress%20Media%20Files/Business%20Portal/Finance%20Forms/Licenses/MOBILE%20FOOD%20TRUCK%20APPLICATION%20and%20LOCATION%20INFO.pdf?ga=1>

*3- Source: https://www.commercial-news.com/news/local_news/food-trucks-added-to-city-ordinance/article_4b94b216-d360-11ea-b28e-af6ddf0d6c18.html#:~:text=The%20city%20license%20fee%20is,complied%20with%20by%20the%20licensee

*4- Source:

https://cms7files.revize.com/galesburg/Document_Center/Department/Clerk/Application%20for%20Food%20Truck.pdf

*5- Source: <https://www.normalil.gov/109/Business-Licenses>

*6- Source: <https://peoriagov.org/DocumentCenter/View/992/Mobile-Food-Vehicle-PDF?bidId=>

*7- Source: [Mobile Food Vendor | City Licenses and Permits | Quincy, IL \(quincylil.gov\)](https://quincylil.gov/DocumentCenter/View/1092/Mobile-Food-Vehicle-PDF?bidId=)

*8- Source: <https://www.foodtruckoperator.com/news/springfield-illinois-food-trucks-forced-to-move-despite-complying-with-city-rules/#:~:text=There%20are%20exceptions%20for%20downtown,%24250%20permit%20from%20the%20city>.

*9- Source:

https://cms7files.revize.com/galesburg/Document_Center/Department/Clerk/Application%20for%20Food%20Truck.pdf

City Clerk

DATE: 1/10/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 regarding 1140 West Sunset Avenue

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution & Agreement	Resolution Letter

January 12, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Derelict Woodrow Wilson School Building

After many months of negotiations, the city and Decatur Public Schools reached agreement last month on an Intergovernmental Agreement (IGA) governing how the two local governments will work together to demolish and clear the derelict Woodrow Wilson school site. The DPS-61 School Board approved the attached IGA on December 27, 2022.

The agreement provides that the city will retain ownership of the building while it demolishes the school structure and clears the site. After the site is cleared, the school district agrees to pay the city one-half of the legal and demolition costs as payment for acquiring the cleared site. The city will then convey the entire site to DPS-61. After transfer, the school district will be responsible for all further maintenance and upkeep of the property. The IGA contains no stipulations restricting future use of the property (although the school district is constrained by the city's zoning code).

Besides being an example of successful intergovernmental cooperation, this IGA is mutually beneficial to the city and the school district. The removal of the Woodrow Wilson School provides a much needed "shot-in-the-arm" for neighborhood revitalization and raising the values of nearby properties (a city goal), and it provides a potential site for a future school district facility.

Funds to demolish the building and clear the site will come from budgeted demolition line items. If more funds are needed for demolition, the City Council has established a special projects reserve for initiatives just like this one; meaning that this expenditure will not suppress the increased rate of demolitions the city expects to realize in 2023.

RESOLUTION NO. 2023-_____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND DECATUR PUBLIC
SCHOOL DISTRICT #61 REGARDING 1140 WEST SUNSET AVENUE**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and Decatur Public School District #61, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 17th day of January, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,
ILLINOIS AND DECATUR PUBLIC SCHOOLS, DISTRICT 61**

THIS INTERGOVERNMENTAL AGREEMENT, entered into between the Board of Education of Decatur Public School District No. 61 (hereinafter "District" or "School District"), and the City of Decatur, Decatur, Illinois, an Illinois municipal corporation (hereinafter "City");

WHEREAS, the District is the former owner of tracts of real estate, generally described as 1140 West Sunset Avenue, Decatur, Illinois as shown on the map attached hereto as Exhibit A and incorporated herein by reference, and more particularly described as follows:

- Parcel I: Beginning at a point 301 feet East of the Southwest corner of Simpson's Second Addition to the City of Decatur, Illinois, as per Plat recorded in Book 149, page 448 of the Records in the Recorder's Office of Macon County, Illinois, thence East upon and along the South line of said Simpson's Second Addition to the West line of South Oakland Avenue, thence South upon and along the West line of South Oakland Avenue to the North line of St. Louis Avenue (now known as Sunset Avenue), thence Southwesterly upon and along the North line of St. Louis Avenue (now known as Sunset Avenue) to a point directly South of the place of beginning, thence North to the place of beginning, all in Section 16, Township 16 North Range 2 East of the 3rd P.M., (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.)
- Parcel II: Beginning at a point 241 feet East of an iron pin at the Southwest corner of Simpson's Second Addition to the City of Decatur, as per Plat recorded in Book 149, page 448 of the Records in the Recorder's Office of Macon County, Illinois, thence South 249 feet to the North line of St. Louis Avenue, thence Northeasterly along the North line of said St. Louis Avenue to a point directly South of a point 60 feet East of the point of beginning, thence North 233 feet to the South line of an alley immediately South of Block Three (3) of Simpson's Second Addition to the City of Decatur, thence West 60 feet to the place of beginning. (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.)
- Parcel III: Beginning at an iron pin 14 feet South and 14 feet West of the Southwest corner of Lot Fifteen (15) in Block Three (3) of Simpson's Second Addition to the City of Decatur, as per Plat recorded in Book 149, page 448 of the Records in the Recorder's Office of Macon County, Illinois, thence South 108.6 feet more or less to the North line of Isbell's Addition to the City of Decatur, as per Plat recorded in Book 300, page 37 of the Records in the Recorder's Office of Macon

County, Illinois, thence East 241 feet, thence North 108.9 feet to the South line of alley immediately South of Block Three (3) of said Simpson's Second Addition, thence West to the place of beginning. (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.)

on which is located a former school building and school site, last commonly known and used as Woodrow Wilson School that has been permanently removed from the District's building inventory (hereinafter "Property"); and,

WHEREAS, the City has acquired title to the Property on or about October 2022 through the Macon County Trustee Property Auction; and,

WHEREAS, the City has a judgment from the Circuit Court of the Sixth Judicial Circuit authorizing the demolition of the structure located at 1140 West Sunset finding it is a dangerous and unsafe structure, that the Property is beyond reasonable repair and that the estimated cost to repair the structure on the Property is greater than the fair market value of the structure on the Property; and,

WHEREAS, the District is desirous of assisting the City with the potential financial expense of the demolition of the structure located at 1140 West Sunset^[LF1]; and,

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the demolition of the structure located at 1140 West Sunset, and the parties wish to reflect their agreement in writing;

WHEREAS, upon the City's demolition of the structures presently upon said real estate, the District desires to acquire said real estate, and has adopted a Resolution declaring that it is necessary or convenient for it to use, occupy or improve City's real estate for school purposes; and

WHEREAS, the City Council of City has determined that once the structures have been demolished, said real estate is unnecessary for the uses of City; and

WHEREAS, it is in the public interest to maximize the efficient use of District and City properties; and

WHEREAS, District and City have the authority to enter this Agreement in the manner set forth herein pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. Seq.), and the Illinois Local Government Property Transfer Act (50 ILCS 605/1 et. Seq.).

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Purchase Price.** As the purchase price for Property, District agrees to reimburse and pay the City fifty percent (50%) of the total costs incurred by the City to demolish the structure located at 1140 West Sunset Avenue, Decatur, Illinois. Total costs shall include, but not be limited to, actual cost of demolition, fees for permits, environmental remediation costs, outstanding taxes and assessments (if any), and court costs. The purchase price minus any credits allowed Buyer under this Agreement, shall be paid at closing.

2.1. **Cost Contingency.** Prior to awarding any final contracts for demolition, asbestos removal, or other contracts associated with the demolition and removal of Woodrow Wilson School, and the clearing of the site, City shall give notice to District of the terms of said contracts, and shall provide any other updated information related to total costs. Each party (District, through its Superintendent, and City, through its City Manager) shall have seven (7) days from City's notice to elect to delay the awarding of any final contracts. If an election to delay is issued by either party, the parties shall have sixty (60) days to explore alternative methods of demolition. If the parties are unable to reach a written agreement on alternative methods of demolition, this Agreement shall terminate.

3. **Condition of Property.** District warrants that, subject to the demolition occurring, it has inspected said Property, and is acquainted with the condition thereof, and District accepts the same in its present, "As Is" condition. CITY DISCLAIMS ALL WARRANTIES AS TO CONDITION, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF HABITABILITY AND FITNESS, AND SELL SAID PROPERTY IN "AS IS" CONDITION.

4. **Deed of Conveyance.** City shall execute and deliver to District at closing a Quitclaim Deed to Property.

5. **Evidence of Title.** (a) Within a reasonable time prior to closing, City shall provide to District as evidence of title a Commitment for Title Insurance issued by a Title Insurance Company regularly doing business in Macon County, committing the Company to issue a Policy of Title Insurance in the usual form, insuring title to Property, subject only to the permissible exceptions to title set forth below, in the amount of the Purchase Price.

(b) Permissible exceptions to title shall include only the lien of current general taxes; zoning laws and building ordinances; easements of record, which do not underlie or restrict the improvements intended by District or unreasonably interfere with the quiet enjoyment of said real estate; covenants and restrictions of record, which will not be violated by District's intended use of said real estate for school facilities; rights of the public, the State of Illinois, the County, the Township and the City in and to any part of the premises taken, used or dedicated for roads, streets or highways; rights of any drainage district of which the property is a part to assess the property from time to time; existing mortgages, if any, which shall be removed at or prior to closing; and any other standard exceptions customarily included in Title Insurance Policies issued in the County within which said real estate is located.

(c) Within a reasonable time after receipt of the evidence of title, District shall point out in writing to City any unpermitted exceptions to title which appears therein, and unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by District. City shall have a reasonable time to cure any unpermitted exception of which District gives notice. City shall have the right to cure any such exception which may be removed by the payment of money by deducting the amount of such payment from the Purchase Price at the time of closing. If City is unable to cure any such exceptions and is unable to procure a Title Policy insuring over such exceptions, then District shall have the option of terminating this Contract, or of accepting title subject to such exceptions and proceeding to close without any reduction in the Purchase Price, in which case such exceptions shall be deemed permissible exceptions to title.

(d) The evidence of title, including the cost of an Owner's Policy Of Title Insurance in the full amount of the Purchase Price, issued by the Company making the Title Insurance Commitment, shall be at the sole expense of City, except that District shall pay the buyer's customary share of search charges in connection with the issuance of the Title Policy.

6. **Possession and Closing.** City shall deliver possession of Property to District concurrently with the closing of this transaction, which shall be held on a mutually agreeable date, time and place following the demolition of Property, or within thirty (30) days written request by the City, provided said request is issued after the completion of demolition . If the closing is held at the offices of the title insurer, the parties shall split the closing fee.

7. **Time of the Essence.** Time for the performance of the obligations of the parties is of the essence of this Agreement.

8. **Brokerage Disclosure.** The parties warrant to each other that no real estate agent, agency, firm or person is involved in this transaction to which any commission or finder's fee could be owing from them.

9. **Assignments and Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

10. **Severability.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

11 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

12. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

13. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

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

Decatur Public School District 61
Attn: Superintendent
101 W. Cerro Gordo Street
Decatur, IL 62523

14. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

DATED at Decatur, Illinois, this 27th day of December, 2022.

CITY OF DECATUR, ILLINOIS

MAYOR

CITY CLERK

DECATUR PUBLIC SCHOOLS, DISTRICT 61



BOARD PRESIDENT



SECRETARY TO THE BOARD

SUBJECT: Resolution Accepting the Proposal from M&O Environmental for the Abatement of Asbestos from Vacant Building at 1140 W. Sunset (Former Woodrow Wilson School)

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

ECONOMIC AND 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: January 17th, 2023

SUBJECT: Resolution Accepting The Proposal From M&O Environmental For The Abatement Of Asbestos From Vacant Building At 1140 W. Sunset (Former Woodrow Wilson School)

SUMMARY RECOMMENDATION: Staff recommends approval of the Resolution authorizing execution of the attached proposal from M&O Environmental for Asbestos Abatement of former Woodrow Wilson School.

BACKGROUND: The City of Decatur recently acquired the former Woodrow Wilson School building at 1140 W. Sunset through the tax sale. The City and the School District agreed to share in the financial responsibility of eliminating this blighted structure. The City contracted Ideal Environmental Engineering, Inc. to conduct an Asbestos Survey and provide Asbestos Inspection Report provided for the building. They determined there was significant amounts of asbestos throughout the building and provided an engineer’s estimate of \$500K for abatement. The City received 2 proposals for abatement from Triple A Asbestos, and M&O Environmental. One was \$400K the other \$375K. Both of these contractors regularly perform abatement for Decatur demolitions.

M&O provided the lower proposal and staff recommends acceptance of their proposal. This provides a scope of work for removal and disposal of Asbestos containing materials, including: 166 windows, 2,800 square foot of flat roofing, 4,000 square foot of drywall/joint compound, 1,500 feet of pipe insulation and fittings, 9,000 square foot of floor tile and associated mastic, 240 square foot of transite chalkboards, 35,000 square foot of plaster, 600 square foot of base cover mastic, 2,100 square foot of ceiling panels, and removal of all asbestos containing insulation from separate boiler house. This abatement project is expected to take about 40 days. We should be ready to demolish the property by March, and staff is soliciting for demolitions bids now.

BUDGET/TIME IMPLICATIONS: This abatement project is \$375,000, half of which is to be reimbursed by DPS #61.

STAFF REFERENCE: Any additional questions may be forwarded to Jon Kindseth or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL FROM
M&O ENVIRONMENTAL FOR THE ABATEMENT OF ASBESTOS FROM VACANT
BUILDING AT 1140 W. SUNSET (FORMER WOODROW WILSON SCHOOL)**

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

Section 1. That the proposal received from M&O Environmental in the amount of \$375,000.00 for the abatement of asbestos from vacant building at 1140 W. Sunset, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the City Manager, or designee, is authorized to execute the proposal and other instruments as necessary to complete this abatement project.

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 M&O Environmental for their total estimate price of \$375,000.00.

PRESENTED and ADOPTED this 17th day of January 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive
Peoria, IL 61615
(309) 692-6700
Fax (309) 692-9812

December 21, 2022

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

Attention: Michael Snearly

Re: Asbestos Abatement
Former Woodrow Wilson School
Quote #28044

Thank you for extending the opportunity to M & O Environmental Company to submit a bid on the abatement work at your facility. We are able to extend our expertise based on over 40 years of nationwide experience in the asbestos abatement, lead mitigation, mold remediation, and specialty insulation industries. We offer the following proposal for your review and acceptance.

SCOPE OF WORK

We will remove and dispose of the following asbestos containing materials utilizing full containment methods:

- As per the asbestos inspection report done by Ideal Environmental, 166 windows, 2800 SF of ACM flat roofing, 4000 SF of drywall/joint compound, 1500 LF of pipe insulation and fittings, 9000 SF of floor tile and associated mastic, 240 SF of transite chalkboards and associated mastic, 35000 SF of ACM plaster, 600 SF of base cove mastic, 2100 SF of ceiling panels and 1 sink with undercoating
- This price also includes the removal of all ACM boiler insulation and pipe insulation within the separate boiler house building
- Before removal can start in the boiler house, M&O will need to pump all of the standing water out first
- M&O can start on this project 10 days after notice to proceed or anytime after June of 2023

PRICE

Our Price for the Sum of: \$375,000.00

CLARIFICATIONS

1. A 10-day IDPA notice is required for this project. (M&O Environmental to provide)
2. OSHA personal air monitoring is included in our price.
3. Clearance air sampling by others. (Required and is included)
4. Electrical connections by others. 208-220 single phase 50-amp power required.
5. Lifts are included in our price.
6. Bonds are not included in our price.

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive

Peoria, IL 61615

(309) 692-6700

Fax (309) 692-9812

GENERAL PROCEDURES

For the purposes of safety and in order to minimize the potential for the contamination of individuals, access to the actual work area shall be completely restricted once work has commenced. No personnel will be allowed access to any designated work area without proper attire and respiratory protection. Respiratory protection and proper attire shall be made available at all times during the project for use by designated representative of the owner, the consultant and/or engineer or, if applicable, the independent air monitoring hygienist who may require individuals who enter the work area shall be subject to the requirements of the M & O Environmental Respiratory Protection Program and all other appropriate programs.

INSURANCE

Third party liability insurance will be provided by M & O Environmental in the amount of \$2 million. This is the standard "true occurrence" type policy, and our carrier has an "A" rating. (See attached.)

SAFETY INFORMATION

If required, material safety data sheets and/or other project information regarding surfactants, encapsulant, adhesive, etc. will be submitted for review prior to the commencement of work.

REGULATORY COMPLIANCE

All proper and required notification to the EPA and/or IDPH shall be made prior to mobilization of manpower and equipment by M & O Environmental. Appropriate documentation will be made to the owner upon request.

ON-SITE UTILITIES

Customer shall provide utilities for the subject job which includes hot and cold water, drains, electricity and the like.

WORK FORCE

Work crews are to be union members and will meet all necessary requirements.

HAULING AND DISPOSAL

Hauling shall be provided in accordance with current regulation and all waste shall be disposed of in licensed, EPA approved landfills. Burial manifests shall be submitted to the owner for his records.

DOCUMENTATION

Upon request, all documentation such as air sample reports, containment sign-in sheets, burial manifests, EPA notifications, etc. shall be submitted to the owner for his permanent files.

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive
Peoria, IL 61615
(309) 692-6700
Fax (309) 692-9812

REGULATORY NOTE

Please note that our proposal has been prepared on the basis of all Federal and State regulation and guidelines in effect at the date of this proposal. All work shall be performed in a professional and workmanlike manner and in complete and legal accordance with current OSHA regulations for Asbestos (Code of Federal Regulation Title 40, Part 61, Subparts A and M), acceptable industry practices and project specifications and requirements, as applicable.

CONFIDENTIALITY

Due to the potential of emotional responses to asbestos abatement, we shall, at all times during the project, adhere to a policy of strict confidentiality. Abatement workers shall endeavor to remain in the work areas at all times and shall at no time come into contact with building occupants while wearing protective clothing and respirators.

Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

If you have any questions on this proposal or need any additional information, please contact me.

Sincerely,

M & O ENVIRONMENTAL COMPANY

Troy Shafer
Project Manager

TS: aw

M & O ENVIRONMENTAL COMPANY

1625 W. Altorfer Drive

Peoria, IL 61615

(309) 692-6700

Fax (309) 692-9812

December 21, 2022

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

Attention: Michael Snearly

Re: Asbestos Abatement
Former Woodrow Wilson School
Quote #28044

Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikers, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If requested in writing, we will provide additional insured status under the General Liability Policy.

If you have any questions on this proposal or need any additional information, please give me a call at 309-224-8033.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Printed Name _____

Signature _____

Date of Acceptance _____

Reference Number: Quote #28044

Price: \$375,000.00

Public Works

DATE: 1/9/2023

MEMO: 2023-07

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Traffic Control Corporation for the Purchase of Traffic Signal Controllers and Cabinets, City Project 2022-07

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest awarding the Contract for the delivery of traffic signal controllers and cabinets, City Project 2022-07, to Traffic Control Corporation, as the lowest, responsible bidder in the amount of \$147,389.00.

BACKGROUND:

State Motor Fuel Taxes are levied and collected by the State of Illinois; funds are allocated to local agencies, and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects.

Project Description

Many of the City's traffic signal controller cabinets exceed 20 years old and are in need of replacement. This purchase of controllers and cabinets will enable the Public Works staff to replace existing controllers at the intersections along Main Street and Franklin St (N & S Business 51) through downtown. These units are among the oldest in the City:

South Main Street (South Bound Business US 51) Intersections	Franklin Street (North Bound Bus. US 51) Intersections
North Street	Decatur Street
William Street	Wood Street
Prairie Street	Main Street
Main Street	Park Street
Wood Street	William Street
	North Street

Letting Results

The material bid was prepared by the Engineering Division and reviewed and approved by the

Illinois Department of Transportation for the use of State Motor Fuel Tax Funds. The project was advertised on December 15 and December 22, 2022, and bids were opened on January 5, 2023. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Total Bid Price</u>	Compared to Engineer's Est. Over (Under)
Traffic Control Corp.	\$147,389.00	(1.74%)
Engineer's Estimate	\$150,000.00	-----

One company and two plan rooms took out bid packages for the Traffic Signal Controllers. One bid was submitted. Traffic Control Corp. provided the lowest responsible bid at 1.74% below the engineer's estimate. Traffic Control Corp. provides many products for the City's traffic maintenance.

State Motor Fuel Tax funds were authorized by the City Council for traffic signal maintenance, which included the purchase of these controller cabinets, in 2022 when the project was approved by IDOT and bid. As the funds will be spent in 2023, they will need to be reauthorized as part of the 2023 State Motor Fuel Tax maintenance authorization which will be brought before the Council later this spring.

PRIOR COUNCIL ACTION:

June 20, 2022 – The City Council authorized resolution 2022-99 appropriating State MFT funds for traffic signal maintenance for an amount not to exceed \$950,000. The total appropriated amount included \$150,000 for traffic controller and cabinet replacements.

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed resolution authorizes \$147,389.00 of Motor Fuel Tax Funds be used to purchase the traffic signals and controllers.

Staffing Impact: Staff time has been allocated for installation.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Traffic Control Corporation for the Purchase of Traffic Signal Controllers and Cabinets, City Project 2022-07	Resolution Letter
Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH TRAFFIC CONTROL
CORPORATION FOR THE PURCHASE OF TRAFFIC SIGNAL CONTROLLERS
AND CABINETS, CITY PROJECT 2022-07**

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

Section 1. That the tabulation of bids received for City Project 2022-07, Traffic Signal Controllers and Cabinets project be, and they are hereby, received and placed on file.

Section 2. That the bid of Traffic Control Corporation be accepted, and a contract awarded accordingly, as Exhibit A, and that said contract between Traffic Control Corporation and the City of Decatur is for a total amount of \$147,389.00 in State Motor Fuel Tax funds.

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 Traffic Control Corporation, for said plan, in the amount of \$147,389.00 in State Motor Fuel Tax funds.

PRESENTED and ADOPTED this 17th day of January 2023.

Julie Moore-Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Main St and Franklin St	12-00000-00-GM

Bidder's Name

Traffic Control Corporation

Bidder's Address

10435 Argonne Woods Drive

City

Woodridge

State

IL

Zip Code

60517

In accordance with your proposal submitted on 01/05/23, a copy of which is in our files, you have been awarded the contract for
Date of Submittal
furnishing the following materials required in the maintenance of the above designated project. Materials shall be inspected in
Construction or Maintenance
accordance with current Departmental policies.

Item	Unit of Measure	Quantity	Unit Price	Amount
Full-Actuated Controller and Ty IV Cabnt.	EACH	11	\$13,399.0000	\$147,389.00
Total				\$147,389.00

Terms

See Special Provisions

Shipping Instructions

See Special Provisions

For Municipal Projects

Municipal Official Signature

Date

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--

For County And Road District Project

Highway Commissioner Signature

Date

--

--

Illinois Department of Transportation
Concurrence in Approval of Award

Regional Engineer Signature

Date

--

--

County Engineer/Superintendent of Highways
Signature

Date

--

--

Project Name: Franklin and Main Traffic Signal Controllers Project Number: 2022-07, Section No. 22-0000-00-GM Bid Date: Thursday, January 5, 2023 Time: 10:00 A.M. Fund: MFT Organization Code: 46484606 Object Code: 489080				Engineer's Estimate City Engineering Division		Traffic Control Corp. 10435 Argonne Woods Dr. Woodridge, IL 60517 PH: 630.768.5857 FAX: 630.543.5050	
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Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
1	Full-Actuated Controller and Type IV Cabinet	11.00	EACH	\$13,636.36	\$150,000.00	\$13,399.00	\$147,389.00
	TOTAL BIDS (AS CORRECTED)				\$150,000.00		\$147,389.00
	Percent Over Under ENGINEER'S ESTIMATE						-1.74%


 Paul Caswell P.E., City Engineer

1/10/2023
 Date

Information Technology

DATE: 1/17/2023

MEMO: 2023-01

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Authorizing an Intergovernmental Indefeasible Right of Use (IRU) Agreement and associated Sales Order with the Illinois Department of Innovation and Technology (DOIT) to obtain unused Fiber from the City of Decatur Fiber Network.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing Mayor to execute a 20-year Intergovernmental IRU Agreement and associated Sales Order with DOIT to provide two strands of Dark (unlit) Fiber between Richland Community College (Illinois Century Network Point of Presence) and the Illinois State Police Lab located at 1053 W Rotary Way, Decatur, Illinois 62521.

BACKGROUND: This IRU Agreement gives DOIT the right to use two strands of City Fiber between Richland Community College (Illinois Century Network Point of Presence) and the Illinois State Police Lab. The IRU Agreement further demands up-front payment for the right to use these dark fibers in addition to a fiber maintenance fee paid annually. DOIT is also paying for fiber splicing required to complete this circuit with less than 10db loss as measured with a test instrument. No electronics is provided in this agreement.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS: Revenue from DOIT demanded by this IRU Agreement and Service Order is a one-time payment to the City of Decatur in the amount of \$25,835.76 including the IRU fee, splicing and termination costs, and the first year fiber maintenance. The reoccurring fiber maintenance fee of \$779.76 is due and payable in year two and annually thereafter.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
DOIT IRU Agreement	Exhibit
DOIT Service Order	Exhibit

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL
INDEFEASIBLE RIGHT OF USE AGREEMENT AND ASSOCIATED
SALES ORDER WITH THE ILLINOIS DEPARTMENT OF INNOVATION
AND TECHNOLOGY TO OBTAIN UNUSED FIBER FROM THE CITY OF
DECATUR FIBER NETWORK**

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

Section 1. That the Intergovernmental Indefeasible Right of Use Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Department of Innovation and Technology, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 17th day of January 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

INTERGOVERNMENTAL INDEFEASIBLE RIGHT OF USE AGREEMENT

CITY OF DECATUR, AN ILLINOIS MUNICIPALITY

AND

ILLINOIS DEPARTMENT OF INNOVATION AND TECHNOLOGY

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Definitions	3
2	Fiber System	5
3	Rights in the Fiber System	5
4	Payment	6
5	Configuration of the Fiber System	6
6	Acceptance and Testing of Dark Fibers	7
7	Documentation	8
8	Term of IRU	8
9	Interconnection with the Fiber System	8
10	Maintenance and Repair of the Fiber System	9
11	Permits; Underlying Rights; Relocation	10
12	Operation and Use of the Fiber System	10
13	Parties Responsibility	11
14	Limitation of Liability	12
15	Insurance	12
16	Taxes, Fees and Other Impositions	12
17	Notices	14
18	Confidentiality	15
19	Default	15
20	Termination	16
21	Assignment and Transfer Restrictions	17
22	Representations, Warranties and Acknowledgments	17
23	General	18

EXHIBITS	TITLE	PAGE
A	Route Description	20
B	Fiber Specifications / Acceptance Testing	22
C	Technical Contacts	24
D	Maintenance Specifications and Procedures	25
E	Dark Fiber Acceptance Notice and Signature Page	29

AGREEMENT FOR INDEFEASIBLE RIGHT OF USE (IRU) OF FIBER

This Intergovernmental IRU Agreement ("Agreement"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq, is made and entered into as of January 17, 2023 ("Effective Date"), by and between the City of Decatur, an Illinois Municipal Corporation ("CITY"), and Illinois Department of Innovation and Technology ("Customer").

RECITALS

WHEREFORE, CITY, owns, manages, and maintains a fiber network, which is a high-speed telecommunications network that provides reliable communication links to and among Decatur schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities who provide service to residents of the CITY; and,

WHEREFORE, CITY is building a fiber optic communication network throughout Decatur for use by the CITY and other interested third parties by extending its current system to other parts of the community to provide services to interested parties, to serve as a community development tool and to eventually provide redundancy in the current system. ("Fiber System"); and,

WHEREFORE, Customer desires to obtain from CITY rights to optical fiber strands as described in Exhibit A (attached hereto and incorporated by reference) in the Fiber System on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Definitions. The following definitions shall apply to this Agreement.

"Access Fees" means all fees charged or assessed by any governmental authority with respect to those portions of the Fiber System located on or crossing or passing through lands owned or administered by such governmental authority including, without limitation, such as are calculated or otherwise based on the number of crossings, the aggregate distance of crossings, land value or the revenue, projected revenue, receipts, income, profits or other amounts calculated in a similar manner, of any Fiber System interest holder or its Affiliates.

"Affiliate" For the purpose of this Agreement, the term Affiliate when used herein shall mean and include all of the officers, directors, employees and agents of the CITY.

"Anticipated Completion Date" means, subject to Events of Force Majeure and any other extensions of time provided for in this Agreement, the dates set forth in Exhibit A (attached

hereto and incorporated by reference).

“Associated Property” means, the tangible and intangible property necessary for the use of the Dark Fiber (fiber without light) for the purposes described in this Agreement, including but not limited to the associated conduit. “Associated Property” does not include electronic, optronic, optical or other necessary equipment.

“Cable” means the fiber optic cable and the fibers contained therein, including the Dark Fiber, and associated splicing connections, splice boxes, and vaults to be installed by the CITY contractor as part of the Fiber System.

“Costs” means actual, direct costs paid or payable in accordance with U.S. generally accepted accounting principles consistently applied and which the CITY (or Customer, for purposes of Section 10.4) utilizes in billing third parties for reimbursable projects, including without limitation the following: (i) internal labor costs, including wages, salaries and benefits, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

“Customer POP” means a point of presence or terminal facility to which Customer has rights in and to, along the Dark Fiber route.

“Dark Fiber” means fiber without electronics at the end points to produce and receive light in the fiber.

“Dollars” or “\$” means U.S. dollars.

“Events of Force Majeure” means neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party’s performance of one or more of its obligations hereunder is caused by any Events of Force Majeure and such Party’s performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: Act of God; fire; flood; fiber, Cable, or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party’s failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; strikes or other labor disputes; or inability to gain access to the Fiber System; or any other cause beyond the reasonable control of such Party.

“Impositions” means all taxes, fees, assessment levies, imposts, duties, charges or withholdings of any nature (including, without limitation, ad valorem, real property, gross receipts, franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this Agreement and/or imposed upon the Fiber System, or any part thereof, by any federal, state or local government or other public taxing authority, including Access Fees.

“Interconnection” or “Interconnections” or “Interconnection Points” means a location along the fiber path where fiber is or can be spliced.

“Interest Rate” means the lower of (i) the highest rate permitted by law, or (ii) one and one-half percent (1.5%) per month, compounded monthly (equal to approximately 19.56% per year).

“Maintenance Window” or “MW” means a prearranged period of time reserved for performing certain work on the Fiber System that may potentially impact traffic. Generally, this will be restricted to weekends, avoiding the first and last weekend of each month and high-traffic weekends.

“Party” or “Parties” shall mean City and Customer.

“Person” means any individual, corporation, partnership, Limited Liability Company, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“Proportionate Share” means, with respect to Customer, CITY, or any other Person that is an interest holder, and for each segment, the Costs shall be shared as follows: (a) if the affected segment includes any conduit housing the Dark Fiber, the Pro Rata Share of Costs shall be allocated equally among all of the affected conduits and (b) the Costs related to the conduit carrying the Dark Fiber plus Costs specifically related to fibers optic strands within such conduit, shall be allocated between Customer and the CITY and other Persons that are interest holders based on the ratio to which the number of Dark Fiber bears to the total number of fiber optic strands in such conduit. If this fraction varies over portions of a particular segment, then the Pro Rata Share shall be equal to the weighted average (weighted by length as set forth in the CITY’s As-Built Drawings) of such relevant portions. For example, if the fraction for 100 feet of the affected segment is 0.1 and the fraction for the remaining 50 feet of the affected segment is 0.07, the weighted average for the entire segment would be 0.09.

ARTICLE 2

FIBER SYSTEM

The CITY Fiber System will generally connect the “A” and “Z” endpoints identified in Exhibit A. (attached hereto and incorporated by reference). The route between each set of end points is hereafter referred to as a segment. CITY shall use commercially reasonable efforts to complete and test the dark fiber and provide a Completion Notice to Customer on or before the Completion Date set forth in Exhibit A.

ARTICLE 3

RIGHTS IN THE FIBER SYSTEM

3.1 As of the Effective Date, CITY shall grant to Customer and Customer shall receive from CITY (a) an exclusive indefeasible right of use of dark fibers set forth in Exhibit A that will be specifically identified by CITY in the Cable (“Dark Fiber”), and (b) the associated and non-exclusive indefeasible right to use the Associated Property, all such rights upon and subject to the terms and conditions set forth in this Agreement (collectively, the “IRU”).

3.2 The IRU does not include the right of Customer to own, control, maintain, modify or revise the Dark Fiber or any Associated Property in CITY facilities, the right of physical access

to the Fiber System, the right to encumber the Fiber System in any manner, or the right to use any other portion of the Fiber System, except as expressly set forth herein.

3.3 CITY shall retain legal title in the fiber assets throughout the duration of the IRU, and nothing in this agreement shall convey any legal title to real or personal property, nor shall it create any security interest in said property. CITY represents, warrants, and agrees that, for all purposes, including, without limitation, for purposes of Section 541(d) of the Bankruptcy Code, with the granting of the Dark Fiber IRU hereby, CITY transfers its equitable interest in the Dark Fiber to Customer for the Term and retains any legal title.

ARTICLE 4

PAYMENT

4.1 In consideration of this agreement for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a non-recurring fee for each Segment as set forth in Exhibit A ("IRU Fee"). The IRU Fee is due and payable upon receipt of an invoice from the CITY after execution of this agreement.

4.2 Also in consideration of this agreement, for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a recurring annual maintenance fee for each fiber mile as set forth in Exhibit A.

4.3 Total payment amount for this IRU agreement is set forth in Exhibit A.

4.4 In addition to the amounts payable under Sections 4.3, Customer shall pay directly or reimburse CITY for all other sums, costs, fees, and expenses incurred to complete any additional work requested in writing by Customer related to this Agreement including, but not limited to, hand hole placement, conduit work, or splicing. For any such additional work, CITY will propose the scope of work and cost to the Customer and mutually work with the Customer on the final design and cost of such work which will be incorporated in a mutually agreed upon written agreement subject to all applicable laws including but not limited to the State of Illinois Procurement Code (30 ILCS 500).

ARTICLE 5

CONFIGURATION OF THE FIBER SYSTEM

5.1 CITY shall have full and complete control and responsibility for determining any routing configurations of the Fiber System. CITY may route the Dark Fiber through any CITY facility in its reasonable discretion. Each Party shall have full and complete control and responsibility for determining network and service configurations or designs, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of that Party's fiber.

5.2 Customer specifically acknowledges that Customer is responsible for all engineering, design, and construction work on the Customer side of each Connecting Point, in

addition to securing its own rights and related costs to access, occupy, and conduct typical broadband operations up to the Connecting Point (which may include, but not be limited to, construction permits and right away rights). Collectively, these Customer responsibilities are defined as "Customer Requirements". CITY acknowledges the Customer Requirements, and Customer will work diligently to finalize such considerations in order for CITY to complete its work by the Anticipated Completion Date. Customer acknowledges that any delay in Customer completing/providing Customer Requirements may delay CITY from completing work at any Connecting Point. In the event that Customer has not completed/provided the Customer Requirements by an agreed-upon date in order to allow CITY to complete work at any Connecting Point (including Fiber Acceptance Testing (see Article 6)) on or before the Anticipated Completion Date, then CITY may continue with the acceptance procedures to the extent possible and invoice for the services under this Agreement as if all locations were completed by the Anticipated Completion Date, provided that the CITY Fiber System at the Connecting Point meets Fiber Acceptance Testing procedures upon Customer's completion of the Customer Requirements. Upon receipt of said invoice, Customer shall remit payment for the services performed herein and in accordance with the terms of this Agreement.

5.3 Customer acknowledges and agrees that CITY is not supplying nor is CITY obligated to supply to Customer any optronics or electronics or optical or electrical equipment or other facilities, all of which are solely the responsibility of Customer, nor is CITY responsible for performing any work other than as specified in this Agreement.

ARTICLE 6

ACCEPTANCE AND TESTING OF DARK FIBERS

6.1 Dark fiber specifications set forth in Exhibit B (attached hereto and incorporated as reference) define acceptable Dark Fiber specifications within the CITY Fiber network.

6.2 Customer will be notified on or before the Anticipated Completion Date in Exhibit A by email when the fiber contracted for in this agreement is tested and ready to use, "Fiber Ready" date. Within 90 days of the Fiber Ready date of this agreement, Customer shall provide CITY with a written and or electronic notice accepting the Dark Fiber by signing the notice referenced in Exhibit E (attached hereto and incorporated by reference) or rejecting the Dark Fiber by specifying in writing the defect or failure in the Fiber Acceptance Testing. The date of such notice of acceptance or deemed acceptance of the Dark Fiber shall be the "Acceptance Date." In the event of any good faith rejection by Customer, CITY shall take action as necessary, and as expeditiously as practicable, to correct or cure such defect or failure in accordance with Fiber Acceptance Testing. The foregoing procedure shall apply again and successively thereafter until CITY has remedied all defects or failures. The foregoing notwithstanding, if Customer uses the Dark Fiber other than for testing prior to acceptance, such use shall constitute acceptance of the Dark Fiber and the first date of such use shall be the Acceptance Date.

6.3 If Customer rejects the Dark Fiber even though CITY reasonably believes the test results conform to the specifications set forth in Exhibit B, the Parties shall work together to do cooperative testing, sharing the cost equally, to determine whether the test results conform to specifications. In the event the cooperative testing continues to demonstrate that the Dark Fiber conforms to the specifications in Exhibit B, and Customer continues to reject the Dark Fibers for

forty-five (45) days after CITY made viable Dark Fibers available to Customer, this Agreement shall automatically terminate.

ARTICLE 7

DOCUMENTATION

Within ninety (90) days of the date of a Completion Notice, CITY shall provide a route map to Customer in electronic format. At a minimum, the maps will show demarcation points, route, and existing splice point locations. CITY shall provide updated maps to Customer upon request, not to exceed two times in any 12-month period.

ARTICLE 8

TERM OF IRU

8.1 The IRU shall be granted and become effective when the Acceptance Date has occurred ("IRU Effective Date") and, subject to Section 8.2 and Articles 11, 19, 20, the IRU shall extend for a period of twenty (20) years thereafter ("Term").

8.2 Upon the expiration of the Term all rights to use of the Dark Fiber and any related rights granted hereunder, shall revert to CITY without reimbursement of any of the IRU Fee or other amounts previously paid, or required to be paid, by Customer hereunder, and Customer shall have no further right hereunder to use the Dark Fiber or any related Associated Property or CITY facilities.

8.3 Either party may with 90 days prior written notice to the other party terminate this IRU Agreement in whole or in part and without payment of any penalty.

ARTICLE 9

INTERCONNECTION WITH THE FIBER SYSTEM

9.1 The Customer shall pay for Interconnection of its communications system with the Dark Fiber at the connecting points identified in Exhibit A. All Interconnections of the Dark Fiber and all other work with respect to the Fiber System shall be performed by an approved CITY fiber contractor. It is the responsibility of the Customer to obtain all governmental and other approvals and consents necessary with respect to work being completed at the Connecting Points.

9.2 Interconnection Points by Customer other than those required to fulfill this IRU request are prohibited without CITY'S written approval. The CITY may grant or withhold such approval in its sole and absolute discretion. Customer and CITY shall mutually configure the scope of work in a mutually agreed upon agreement. Customer shall be responsible for the costs of any such additional Interconnections.

9.3 Customer understands that work requested under this Article 9 may cause the CITY to incur additional obligations with third parties ("Third Party Obligations"). Customer hereby agrees to pay or reimburse CITY for any fees associated with such Third-Party Obligations, provided that CITY will inform Customer of these additional obligations in writing prior to incurring them, and Customer may then choose whether to request performance of the work. Any Third-Party Obligations must be set forth in a mutually agreed upon agreement in order for Customer to pay.

ARTICLE 10

MAINTENANCE AND REPAIR OF THE FIBER SYSTEM

10.1 From and after the IRU Effective Date, the maintenance of the Fiber System shall be provided in accordance with the CITY standard maintenance specifications and procedures set forth in Exhibit D (attached hereto and incorporated by reference). Customer agrees to pay CITY for Fiber Maintenance in accordance with the provisions set forth in Exhibit A.

10.2 From and after the IRU Effective Date, in the event that all or any part of the Fiber System within such Segment is damaged or destroyed such that a Service Affecting Condition exists on the Dark Fiber, CITY shall resolve such Service Affecting Condition utilizing its standard procedures set forth in Exhibit D. Notwithstanding anything contained herein to the contrary, CITY shall not incur any liability to Customer by reason of a Service Affecting Condition, except its obligation to resolve such Service Affecting Condition as set forth in this Section, and Customer shall not be entitled to any credits for IRU Fees, or any other payment paid or to be paid by the Customer pursuant to this Agreement by reason of such Service Affecting Condition. For purposes of this Section, "Service Affecting Condition" shall mean any condition that causes loss of traffic to Customer, except where the condition is caused by a deficiency in Customer's electronics or other equipment.

10.3 The maintenance services to be provided by CITY include non-routine maintenance and repair of the Fiber System in response to an actual or potential failure, interruption, or impairment in the operation of the Fiber System like; any request by a third party to relocate a portion of the fiber, or any act of God like sink holes involving the segment of the Fiber System where the Customer is part owner. ("Unscheduled Maintenance"). Any Unscheduled Maintenance Costs found to be the responsibility of the fiber owners will be allocated among the various owners and other interest holders for the affected portion of the Fiber System, including Customer. Customer will be responsible for its Proportionate Share of any such Unscheduled Maintenance Costs, which will be invoiced by CITY to Customer. In this agreement the Proportionate Share to the Customer is equal to two (2) of one hundred forty-four (144) fibers or 1.38% of the total Unscheduled Maintenance Costs for this segment.

10.4 Customer shall have no right to physically access the Fiber System or maintain, adjust, align, or attempt to repair the Dark Fiber.

10.5 Unless otherwise agreed to in writing by the Parties, nothing in this Agreement shall obligate CITY to maintain Customer's optronic, electrical, optical, or other equipment, all of which are the obligation and responsibility of Customer.

10.6 Neither Party shall adjust, remove, relocate, align, or attempt to repair the other Party's equipment except as expressly authorized in advance in writing by the other Party. Each Party will be liable for any loss or damage to the other Party's equipment arising from that party's negligence, intentional act, unauthorized maintenance.

ARTICLE 11

PERMITS; RELOCATION

11.1 Subject to the terms and provisions of this Agreement, CITY shall use commercially reasonable efforts to obtain and maintain during the Term, certain rights of way and other agreements which are necessary for the use of the Fiber System by the CITY in accordance with this Agreement.

11.2 If, after the Acceptance Date with respect to any Segment, CITY is required (i) by a third party with legal authority to so require or (ii) by an act of nature (including, without limitation, erosion, earthquakes, flood, sinkhole, etc.), (iii) or if Customer agrees, to relocate any portion of the Fiber System, with respect to such Segment, including any of the facilities used or required in providing the IRU, CITY shall proceed with such relocation, including without limitation, the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; provided that any such relocation shall incorporate fibers meeting or exceeding the specifications of the Dark Fiber. In the event of any such relocation, CITY shall use commercially reasonable efforts to minimize any service interruptions.

11.3 CITY shall notify Customer in writing of Customer's Proportionate Share of the Costs of relocation. If Customer consents to the relocation, then Customer shall be responsible for its Proportionate Share of the Costs of relocation, which will be invoiced to Customer by CITY. If Customer does not consent, then it shall terminate this Agreement with respect to the Dark Fiber that requires relocation, and Customer shall have no further payment obligations with respect to it effective 30 days after Customer provides CITY notice.

ARTICLE 12

OPERATION AND USE OF THE FIBER SYSTEM

12.1 Customer confirms that it will use the Dark Fiber in compliance with and subject to all applicable government codes, ordinances, laws, rules, and regulations. Notwithstanding anything to the contrary contained herein, Customer shall secure, prior to the IRU Effective Date with respect to each Segment and maintain in full force and effect during the Term, any and all necessary approvals, consents, rights of way, permits, franchises, licenses or similar approvals from all governmental and other authorities which are necessary or required to be obtained by Customer for the CITY to grant the IRU to Customer and for the use and operation of the Dark Fiber by Customer.

12.2 Subject to the limitations set forth in this Agreement, Customer may use the Dark Fiber for lawful broadband purposes including, but not limited to voice, data, and video transmission services. Customer agrees and acknowledges that it has no right to use any of the

fibers that are part of the Fiber System, other than the Dark Fiber secured by this IRU. Customer shall keep any and all of the Fiber System free from any liens, rights or claims of any third party attributable to Customer.

12.3 Customer and CITY shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the Fiber System, or traffic thereon, that are known to such Party. Customer and CITY each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

12.4 Customer shall not use its broadband systems in a way that interferes in any way with or adversely affects the use of the fibers or cable of any other person using the Fiber System. Customer acknowledges that the Fiber System includes or will include other participants, including the CITY and other owners and users of broadband systems.

12.5 If Customer elects to abandon use of the Dark Fiber after the first 20-year term or on any renewal term of this agreement, it shall notify CITY in writing of the effective date of the abandonment. Customer will not be entitled to a refund of any portion of the prepaid IRU Fee. After the date of abandonment, Customer's liability for Maintenance Fees with respect to the abandoned route miles will end ninety (90) days from the date that Customer delivers written notice of abandonment to CITY. Customer will remain liable for all fees associated with returning Dark Fiber to its initial state, as it was prior to Customer Interconnections and prior to customer purchase of Dark Fiber.

ARTICLE 13

PARTIES RESPONSIBILITY

To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, each party shall be responsible for the acts and omissions of its employees, contractors, officers, agents, and other personnel relating to the performance of services under this IGA.

ARTICLE 14

LIMITATION OF LIABILITY

CITY'S LIABILITY HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF THE IRU FEE, IF ANY, BASED ON THE TIME PERIOD REMAINING IN THE TERM OR ANY RENEWAL TERM WHEN THE EVENT GIVING RISE TO LIABILITY OCCURS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY TERM OR PROVISION OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS MADE UNDER THEORIES OF CONTRACT OR THEORIES OF TORT (INCLUDING STRICT LIABILITY).

ARTICLE 15

INSURANCE

15.1 Customer is self-insured and shall maintain the coverage required in 20 ILCS 405-105.

ARTICLE 16

TAXES, FEES AND OTHER IMPOSITIONS

16.1 The parties acknowledge and agree that it is their mutual objective and intent to (a) minimize the aggregate Impositions payable with respect to the Fiber System, and (b) share such Impositions according to their respective interests in the Fiber System. They agree to cooperate with each other and coordinate their efforts to achieve such objectives in accordance with the provisions of this Article.

16.2 CITY shall be responsible for and shall timely pay any and all Impositions imposed or assessed prior to the Acceptance Date.

16.3 Following the first Acceptance Date, Customer shall be responsible for and shall pay to the extent applicable, (a) all Impositions imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to Customer with respect to the use of the Dark Fiber; or (b) all Impositions which have been separately assessed, allocated to, or imposed on the Dark Fiber including, but not limited to ad valorem property taxes and the Third Party Obligations. If the Dark Fiber is the only fiber located in a Cable from the point where the Cable leaves the Fiber System right-of-way to a Customer POP, Customer shall be solely responsible for any and all Impositions imposed on or with respect to such portion of the Fiber System. To the extent such Impositions are not separately assessed, allocated to, or imposed on the Dark Fiber, CITY will pay, or request concurrent payment by CITY and Customer of, all such Impositions. CITY shall notify Customer of such Imposition, and Customer shall promptly reimburse CITY for (or pay concurrently) Customer's share of all such Impositions, which shall be determined as follows:

- (a) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates, Customer will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates;
- (b) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates, CITY will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates;

- (c) Otherwise, Customer will be responsible for its Proportionate Share of the Impositions and CITY will be responsible for its Proportionate Share of the Impositions.

16.4 CITY shall have the right to contest any Imposition (including by nonpayment of such Imposition). Any refunds or credits resulting from a contest brought pursuant to this Section 16.4 shall be divided between CITY and Customer in the same proportion as separately determined or as originally assessed. In any such event, CITY shall provide timely notice of such challenge to Customer.

16.5 CITY and Customer agree to cooperate fully in the preparation of any returns or reports relating to the Impositions. CITY and Customer further acknowledge and agree that the provisions of this Article are intended to allocate the Impositions on procedures and methods of computation that are in effect on the date of this Agreement. Material changes in such procedures and methods could significantly alter the fundamental economic assumptions of the parties underlying this Agreement. Accordingly, the parties agree that, if such procedures or methods of computation change materially, the parties will negotiate in good faith an amendment to this Article 16 to preserve, to the extent reasonably practicable, the economic intent and effect of this Article.

ARTICLE 17

NOTICES

Unless otherwise stated herein, all notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

If to Customer:

For Administrative

**DoIT – Network Services.
ATTN: Frank T. Walters, Jr.
Network Architect
120 W Jefferson, Suite B
Springfield, IL 62702**

For Payment Notices:

**A&R Shared Services
DoIT Accounts Receivable Section
P.O. Box 7199
Springfield, IL 62791-7199**

For Legal Notices:

**DoIT ICN
Attn: General Counsel**

**120 W Jefferson
Springfield IL 62702**

With a copy to:

**DoIT ICN
ATTN: Network Services Manager
120 W Jefferson
Springfield IL 62702**

If to CITY:

For Dark Fiber Acceptance or Rejection notice:

**City of Decatur
Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

For Payments:

**City of Decatur
Accounts Receivable
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

For Legal Notices:

**City of Decatur
Attn: Legal Department
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

With a copy to:

**City of Decatur
ATTN: Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by, similar notice given, change the address to which future notices or other communications shall be sent.

ARTICLE 18

CONFIDENTIALITY

18.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under

the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in a non-proprietary format, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction, unless required to be retained by law. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

ARTICLE 19

DEFAULT

19.1 The following events shall constitute (Events of Default), the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to seek the rights and remedies available to it under the terms of this Section 19, Default:

- (a) Failure by either party to observe or perform any other material obligation under this Agreement when such failure shall continue for a period of thirty (30) calendar days (or such longer period as may be agreed upon by the parties in writing; provided that the defaulting party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure) after written notice.

19.2 Rights and Remedies of Customer. Upon the occurrence of an Event of Default by or with respect to the CITY, Customer shall be entitled to terminate this Agreement.

19.3 Rights and Remedies of the CITY. Upon the occurrence of an Event of Default by or with respect to Customer, the CITY shall have the right to: (i) terminate the Agreement; and/or (ii) recover actual amounts owed by Customer to the CITY that accrued on or prior to the date of termination. In addition to the foregoing, Customer shall be deemed to have abandoned the Dark Fiber, and to have conveyed, as allowed by law, to CITY all right, title and interest in and to the Dark Fiber. Customer shall provide to the CITY a bill of sale, or such other documents as may be reasonably necessary to evidence such abandonment and/or conveyance.

19.4 In the event the CITY shall have failed to deliver the Dark Fiber within ninety (90) days after the Anticipated Completion Date (as such date may be extended by Events of Force Majeure or under the terms of this Agreement), then Customer may terminate this Agreement with respect to such Segment and receive a refund of the Initial Payment allocable to such Segment. If Customer elects to so terminate, neither Party shall have any further duties or obligations to the other Party (except for the CITY'S obligation to so refund the allocable Initial Payment) under this Agreement with respect to such cancelled Segment. In the event the CITY

shall have failed to deliver the Dark Fiber in any Segment within twelve (12) months after the Effective Date, then this Agreement shall automatically terminate with respect to such Segment and CITY shall refund to Customer the IRU Fee with respect to such Segment, and the CITY shall have no further duties or obligations hereunder with respect to such Segment.

ARTICLE 20

TERMINATION

Upon termination of this Agreement, the IRU shall immediately terminate and all rights of Customer hereunder to use the Fiber System shall cease, all rights hereunder to the use of the Fiber System shall revert to the CITY, and the CITY shall owe Customer no further duties, obligations, or consideration. Customer shall, within thirty (30) days of such termination, remove from any CITY facilities, all Customer property, equipment, and materials used in connection with the Dark Fiber. Customer shall accomplish such removal at Customer's sole expense, under CITY'S supervision and in a manner that does not damage the Fiber System. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

ARTICLE 21

ASSIGNMENT AND TRANSFER RESTRICTIONS

21.1 Subject to Section 21.2 below, Customer may not transfer or assign all or any part of its interest under this Agreement, or delegate any duties, burdens, or obligations arising hereunder, without the CITY'S consent, which shall not be unreasonably withheld, delayed or conditioned. A transfer or assignment in violation of this Article 21 shall constitute a material breach of this Agreement.

21.2 Notwithstanding the arrangements permitted under this Article 21, Customer acknowledges and agrees that Customer shall not sell, lease, IRU or otherwise transfer any interest in the Dark Fibers to a third party.

ARTICLE 22

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

22.1 By execution of this Agreement, each Party confirms to the other:

(a) That the representing Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof, and that by entering into or performing this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation or agreement by which it is bound or to which it is subject;

(b) That the execution, delivery, and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party

hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement by such Party.

22.2 CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT THE CITY MAKES NO WARRANTY, REPRESENTATION OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DARK FIBER, THE FIBER SYSTEM, THE ASSOCIATED PROPERTY, ANY CITY FACILITIES OR ANY WORK PERFORMED UNDER THIS AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND CUSTOMER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH WARRANTIES, REPRESENTATIONS AND INDEMNITIES. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY THE CITY TO CUSTOMER WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. For the avoidance of doubt, nothing contained in this Section 22.2 shall be in conflict with CITY'S responsibility to maintain the Fiber System as further described in Article 10 such that the Dark Fibers are operating in conformity with the applicable specifications as further described in Exhibit B.

ARTICLE 23

GENERAL

23.1 Binding Effect. This Agreement, and each of the Parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

23.2 Waiver. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

23.3 Choice of Law/Forum. This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

23.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(a) Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(b) Except as set forth to the contrary herein, any right or remedy of Customer or the CITY shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

(c) This Agreement has been fully negotiated between and jointly drafted by the Parties.

(d) All actions, activities, consents, approvals, and other undertakings of the Parties shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

23.5 Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Attachment referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of the attached Exhibits hereto are inconsistent with the other express terms of this Agreement, the terms of Exhibits shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by an authorized representative of each Party and delivered to the Party relying on the writing.

23.6 Relationship of the Parties. The relationship between Customer and the CITY shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to, federal income tax purposes. Customer and the CITY, parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

23.7 Severability. If any term, covenant, or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23.8 Counterparts and Facsimile. This Agreement may be executed by facsimile and in one or more counterparts, all of which taken together shall constitute one and the same instrument.

23.9 Technical Contacts. Exhibit C (attached hereto and incorporated by reference) documents technical contacts including levels of problem escalation for the CITY and for the Customer.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

City of Decatur
An Illinois Municipality

by _____

Date: January 17, 2023

Name: Julie Moore Wolfe

Title: Mayor

**Illinois Department of Innovation and
Technology**

by _____

Customer FEIN #:

Date:

Name:

Title:

EXHIBIT A

Route Description

Route Description: Customer IRU fiber leaves Richland Community College Illinois Century Network Point of Presence ("A" Endpoint), runs south on North Brush College Road and then west on Hubbard Avenue until it turns south on 27th street to Pershing Avenue then goes west across Pershing and turns south on Jasper Avenue to Garfield Avenue where it turns west and travels south down Martin Luther King Jr Street. The fiber then passes through Fire House 1 located at 1415 North Water Street and then continues south on Martin Luther King Jr. Street to North Street where it turns west and enters the Decatur Civic Center at #1 Gary K. Anderson Drive. The fiber then leaves the Decatur Civic Center and goes east across North Street and then turns south on Martin Luther King Jr Drive to a ground box on the Southeast corner of the South Water Treatment Plant located at 1155 S Martin Luther King Jr Drive. From there the fiber runs to the west crossing State Route 51 to another ground box just west of the Lake Decatur Dam where the fiber turns and travels to the southwest, crosses the Sangamon River and enters a ground box at GPS coordinates 808140.175 East, 1150458.2791 West. The fiber continues to the south crossing West Southside Drive then runs to the East/Southeast along the south side of West Southside Drive to Business Route 51. The fiber runs Southwest down Business Route 51 to the southeast to a ground box at the Southeast corner of Rotary Way and South Business Route 51 where it turns east and enters the ISP building located at 1053 W Rotary Way, Suite 301, Decatur, Illinois 62521 ("Z" Endpoint).

Anticipated Completion Date: Complete.

Route Miles: 10.83 miles

Total IRU Strands Allocated to Customer: 2

Fiber Miles: 21.66

IRU Fee: \$21,660 (US dollars)

IRU Fiber Maintenance Fee: \$36 per year per fiber strand mile (21.66 miles). The Fiber Maintenance period will start on the fiber acceptance date recorded in Exhibit E (attached hereto and incorporated by reference) and payable at the start of the maintenance period totaling \$779.76 annually. The IRU Fiber Maintenance Fee shall be adjusted annually in accordance with Article 10.1 of this Agreement.

Total Due to CITY after IRU contract execution: \$21,660

Equipment: CITY will not provide any equipment, optronics, patch cables or the like to connect the IRU fiber to the ICN at the Richland POP or the Customer end of this circuit.

EXHIBIT B

Fiber Specifications / Acceptance Testing

1. Fiber Specifications.

- a. The maximum bi-directional average splice loss shall not exceed 0.15 dB.
- b. All splices shall be sealed in waterproof splice enclosures.
- c. Attenuation at 1310 nm = 0.35 dB/km max.
- d. Attenuation at 1550 nm = 0.25 dB/km max.
- e. Connector loss shall not exceed 0.5dB per connector.
- f. Fiber will meet or exceed Corning Single Mode Fiber SMF-28 Specifications.
- g. Event Reflectivity (Minimum ORL) should not exceed 27 dB.

2. Fiber Acceptance Testing. CITY Contractor will conduct the following tests as part of its Acceptance Test Plan:

- Non-destructive Attenuation Tests (End to End)
- Optical Time Domain Reflectometer Tests (OTDR)

Fiber acceptance testing will be performed to ensure that the fibers will operate within the parameters of the Specifications set forth in this Exhibit B.

a. More specifically, fiber acceptance testing will include the following:

- Continuity Uniformity Tests:
All fibers shall be tested bi-directionally at 1310 nm or 1550 nm, as applicable, with an OTDR; the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be attached to an email or contained on a removable storage drive.
- Optical Length:
The OTDR will be used to determine the end-to end optical length of the cable.
- Splice Loss:
Splice loss will be measured bi-directionally with an OTDR using the Splice Loss average method.
- End-to-End Loss:
Using a light source and a power meter, the bi-directional, connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.
 - a. The end-to-end value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

- (1) At 1310 nm: $(0.35\text{dB/km} \times \text{km of cable}) +$

(Number of connectors x 0.50) +
(Number of splices x 0.10)

(2) At 1550 nm: (0.25 dB/km x km of cable) +
(Number of connectors x 0.50) +
(Number of splices x 0.10)

b. The CITY'S loss / attenuation objective for each fiber optic splice is 0.10 dB (with a 0.15 upper limit) when measured in one direction with an OTDR test set (excluding connector loss, which is typically 0.50 dB per connector)

3. Out-of-Spec Testing. Test results outside the specifications listed above shall be noted but shall not preclude acceptance of a fiber if the out-of-spec condition does not affect transmission capability (based on use of then-prevailing telecommunications industry standards applicable to equipment generally used with the relevant type of fiber) or create a significant possibility of an outage.

EXHIBIT C

Technical Contacts

City of Decatur

CITY escalation list:

First Level:

IT Support Help Desk
Desk: 217-424-2703

Second Level:

I T Network Systems Administrator
Desk: 217-450-2243
Mobile: 217-TBD

Third Level:

Information Technology Department Director
Desk: 217-450-2236
Mobile: 217-855-8715

Customer

Customer escalation list:

First Level:

Name: DoIT ICN Help Desk
Email: doit.icn.focmaint@illinois.gov
Desk: 312-814-DoIT, option 2

Second Level:

Name: Steve Creasey
Email: steve.creasey@illinois.gov
Desk: 217-558-1176
Mobile: 217-299-9312

Third Level:

Name: Frank Walters
Email: frank.walters@illinois.gov
Desk: 217-558-1102
Mobile: 217-725-0208

EXHIBIT D

Maintenance Specifications and Procedures

The Party receiving maintenance services from CITY hereunder shall be referred to herein as the "Customer". All other capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. MAINTENANCE.

(a) Scheduled Maintenance. Routine maintenance and repair of the Fiber System described in this Section 1 shall be performed by or under the direction of CITY, at CITY'S reasonable discretion. Scheduled Maintenance shall include the following activities:

- (i) Patrol of CITY System route on a reasonable routine basis;
- (ii) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;
- (iii) Maintenance of signposts along the CITY Fiber System right-of-way;
- (iv) Assignment of fiber maintenance employees or subcontractors to locations along the Fiber System at intervals dependent upon terrain, accessibility, locate ticket volume, etc. CITY shall decide the staffing of fiber maintenance employees for the Fiber System; and
- (v) CITY shall have qualified representatives on site any time CITY has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise excavating within five (5) feet of the Fiber System.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of the Fiber System, which is not included as Scheduled Maintenance, shall be performed by or under the direction of CITY. Unscheduled Maintenance shall commence upon the Acceptance Date of the Agreement. Unscheduled Maintenance shall consist of:

- (i) "Emergency Unscheduled Maintenance" in response to a fiber system alarm triggered by the CITY IT Help Desk' or notification by any third party of any failure, interruption or impairment in the operation of the Fiber System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Fiber System.
- (ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption, or impairment in the operation of the Fiber System.

Customer shall immediately report the need for Unscheduled Maintenance to the CITY in accordance with procedures promulgated by the CITY from time to time. CITY IT Help Desk will

log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

2. CITY IT HELP DESK. CITY shall operate and maintain an Information Technology Help Desk capable of receiving Fiber System alarms twenty-four (24) hours a day, seven (7) days a week. CITY'S maintenance employees or subcontractors shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. CITY shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time CITY becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of the CITY. CITY personnel shall dispatch maintenance and repair personnel to handle and repair problems detected in the CITY Alert System.

3. COOPERATION AND COORDINATION.

(a) Customer shall utilize an Escalation List, as updated from time to time, to report and seek immediate action on exceptions noted in the performance of the CITY IT resources in meeting maintenance service objectives.

(b) Customer will, as necessary, arrange for escorted access for CITY to all sites of the Fiber System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) In performing its services hereunder, the CITY shall take workmanlike care to prevent impairment to the signal continuity and performance of the Fiber System. The precautions to be taken by the CITY shall include notifications to Customer. In addition, the CITY shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at CITY'S reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with CITY employees in performing such maintenance as required of the CITY hereunder.

(d) The CITY shall notify Customer(s) at least seven (7) days prior to the date in connection with any Maintenance Window of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. CITY shall provide a good faith effort to notify Customer of a Non-Emergency Unscheduled Maintenance prior to commencement of work. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with the CITY'S ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, the CITY shall notify Customer at the CITY'S earliest opportunity and will comply with the provisions of this Section.

4. FACILITIES.

(a) CITY shall maintain the Fiber System in a manner, which will permit Customer's use. All common systems within facilities along the CITY Fiber System shall be maintained in accordance with manufacturer's specifications, to include battery plants, generators, and HVAC units.

(b) Except to the extent otherwise expressly provided in the Agreement, Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of their Dark Fibers, none of which is included in the maintenance services to be provided hereunder.

5. FIBER OPTIC CABLE/FIBERS.

(a) The CITY shall perform appropriate testing on the fiber optic cable contained in the Fiber System in accordance with CITY'S then current preventative maintenance procedures as agreed to by Customer, which shall not substantially deviate from standard industry practice.

(b) The CITY shall maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance in order to provide regular communications during the restoration process. When correcting or repairing fiber optic cable discontinuity or damage, including but not limited to, an event of Emergency Unscheduled Maintenance, CITY staff shall arrive on site within two (2) hours of learning of traffic affecting discontinuity and effect repair of first fiber within six (8) hours after the CITY maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, the CITY and/or its contractors shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule.

(c) During restoration, the CITY will work to restore all traffic as quickly as possible. The CITY, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Fiber System and shall begin restoration efforts. The CITY and its contractor(s) shall splice fibers tube by tube or ribbon by ribbon in a logical order with consideration to all lit fibers within the cable.

(d) In performing permanent repairs, including the repair of micro bends and splice work, the CITY shall comply with the splicing specifications as set forth in Exhibit B, and shall take all reasonable steps to ensure that attenuation across the zone of repair satisfies the specifications in Exhibit B. CITY shall provide to Customer any modifications to these specifications as may be necessary or appropriate in any particular instance for Customer's approval, which approval shall not be unreasonably withheld.

(e) CITY'S representatives and /or its contractors who are responsible for initial restoration of a cut fiber optic cable shall carry on their vehicles the typical appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. CITY and/ or its contractors shall maintain an inventory of spare fiber optic cable in storage facilities supplied and maintained at strategic locations to facilitate timely restoration.

6. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity shall be scheduled between 12:01 AM and 6:00 AM Central Time. Major system work, such as fiber rolls and hot cuts, will be scheduled for weekends and shall allow work during daylight hours if on a Saturday or Sunday.

7. CITY may subcontract any of the maintenance services hereunder; provided that the CITY shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use any such subcontractor shall not relieve the CITY of any of its obligations hereunder.

(DARK FIBER ACCEPTANCE NOTICE AND SIGNATURE PAGE TO FOLLOW)

EXHIBIT E

Dark Fiber Acceptance Notice

By signature affixed below, the City of Decatur ("CITY") hereby officially notifies the Central Illinois Regional Dispatch Center ("Customer") that the Dark Fiber provided to Customer, pursuant to the IRU Agreement between the CITY and Customer dated January 17, 2023 ("Agreement"), and has a route described as follows:

Customer IRU fiber leaves Richland Community College Illinois Century Network Point of Presence ("A" Endpoint), runs south on North Brush College Road and then west on Hubbard Avenue until it turns south on 27th street to Pershing Avenue then goes west across Pershing and turns south on Jasper Avenue to the Municipal Services Center (MSC) located at 2600 N. Jasper Street. Fiber then enters the MSC building, travels to the northeast corner of the building where it enters a conduit that goes to the Tower building at GPS coordinates -88.938661 East, 39.871470 West. Another set of fiber leaves the Tower building the same way the first pair came in the building out to a ground box on the West side of Jasper Street. The fiber then travels south to Garfield Avenue where it turns west and runs south down Martin Luther King Jr, then turns west on Division Street. The fiber then turns south on Main Street ally to Fire House 1 located at 1415 North Water Street. Route further runs out of Firehouse 1 to the north on Main Street ally and then east across Division Street to Martin Luther King Jr. where it turns south. Route continues south to North Street where it turns west and enters the Decatur Civic Center at #1 Gary K. Anderson Drive. The fiber then leaves the Decatur Civic Center and goes east across North Street and then turns south on Martin Luther King Jr Drive to a ground box on the Southeast corner of the South Water Treatment Plant located at 1155 S Martin Luther King Jr Drive. From there the fiber runs to the west crossing State Route 51 to another ground box just west of the Lake Decatur Dam where the fiber turns and travels to the southwest, crosses the Sangamon River and enters a ground box at GPS coordinates 808140.175 East, 1150458.2791 West. The fiber continues to the south crossing West Southside Drive then runs to the East/Southeast along the south side of West Southside Drive to Business Route 51. The fiber runs Southwest down Business Route 51 to the southeast corner of Rotary Way and South Business Route 51. The fiber continues and enters the building on the north side of the Central Illinois Regional Dispatch Center located at 1078 W Rotary Way, Decatur, Illinois 62521 ("Z" Endpoint).

Has an Acceptance Date of January 17, 2023.

Accordingly, for purposes of the Agreement, the Acceptance Date shall be the above stated date.

Signed and acknowledged without exception:

**City of Decatur
An Illinois Municipality**

by _____

Date: January 17, 2023

Name: Julie Moore Wolfe

Title: Mayor

**Illinois Department of Innovation and
Technology**

By _____

Date:

Name:

Title:



Fiber Broadband Service Order
City of Decatur Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

Customer Name: **IL Department of Innovation & Technology**
Customer Site ID: **DECIFIBER - DOIT/ISP LAB**
Service Term: **20 years**
Service Activation Date: **1/17/2023**

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept. City of Decatur Illinois 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1196 Phone: (217)-424-2703 IT.Staff@decaturil.gov	Illinois Department of Innovation and Technology 120 W Jefferson, Suite B Springfield, Illinois 62702 Phone: (217)557-1102 Frank.walters@illinois.gov

Billing Information	Same As Above
Billing Contact	IL Department of Innovation and Technology
Billing Address 1	Invoice Processing
Billing Address 2	120 W Jefferson, 3rd Floor
Billing City, St, ZIP	Springfield, IL 62702
Billing Phone	217-557-6528
Billing Contact e-mail	Cindy.Bounds@illinois.gov

Non-Recurring Charge - One Time Charges	Unit Cost	Quantity	Extended Cost
2 Fibers (21.66 Fiber Miles) IRU from ICN POP (Richland) to ISP/LAB (1053 W Rotary Way)	\$1,000.00	21.66	\$ 21,660.00
Fiber Splicing and Terminations - Three Locations	\$3,396.00	1	\$ 3,396.00
Total One Time Charges			\$ 25,056.00

Annual Recurring Charge	Unit Cost	Quantity	Extended Cost
Ongoing Fiber Maintenance per Fiber Mile	\$36.00	21.66	\$ 779.76
			\$ -
Total Recurring Charges			\$779.76

TOTAL THIS SERVICE ORDER- **\$25,835.76**

This service order and its recurring charges are subject to terms and conditions of the Indefeasible Right Of Use ("IRU") agreement currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the IRU and this Service Order, this Service Order shall have precedence over the IRU agreement.

The City of Decatur will bill Customer for the Non-Recurring one time charge immediately after execution of the associated IRU Agreement.

The City of Decatur will commence annual billing of the Annual Recurring Charges after customer acceptance of the fiber which becomes the Service Activation Date.

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately.

81-3360639 1/17/2023
Customer FEIN (##-#####) Billing Start Date For Non Recurring Charges

Print Customer Representative Name Title

1/17/2023
Customer Representative Signature Date

Julie Moore Wolfe Mayor
Print City of Decatur Representative Name Title

1/17/2023
City of Decatur Representative Signature Date

Public Works

DATE: 1/4/2023

MEMO: 2023-05

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory Danceland Addition

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at Danceland Addition be approved.

BACKGROUND: The subject property is being annexed due to City water being provided to the site.

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 Danceland Addition	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
DANCELAND ADDITION**

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 Thomas E. Patterson as Trustee of L.E. Trust, requesting that there be annexed to the City territory described as:

LOT FOUR (4) OF DANCELAND ADDITION, AS PER PLAT RECORDED IN BOOK 5000 PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-25-303-001_

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of January 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property legally described as follows:

LOT FOUR (4) OF DANCELAND ADDITION, AS PER PLAT RECORDED IN BOOK 5000
PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #17-12-25-303-011

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in
accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Thomas E. Patterson</u>	<u>Thomas E. Patterson</u>	<u>200 West Monroe St #2025</u>
<u>as Trustee of the</u>	<u>L.E. Trust</u>	<u>Chicago IL 60606</u>

Signed and sworn to before me 21st day of December, 20 22

Jermaine L. Powell
Notary Public

(Rev. 1/2019)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
LOT FOUR (4) DANCELAND ADDITION



indicates territory annexed



indicates existing corporate limits

12.043± acres

AREA 0.0188± sq. miles

1650± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



12-9-22

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.

Director of Public Works - DECATUR, ILLINOIS
 ILLINOIS PROFESSIONAL ENGINEER #062-048941
 LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

Exhibit B

DATE: _____

Public Works

DATE: 1/4/2023

MEMO: 2023-06

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2383 Wilcox Lane

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 2383 Wilcox Lane be approved.

BACKGROUND: The subject property is being annexed due to citizen wanting water service.

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 2383 Wilcox Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2383 WILCOX LANE**

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 Jerry Moore and Ella M. Moore requesting that there be annexed to the City territory described as:

LOT 34 OF WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 04-12-05-303-004

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 17th day of January 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.) _____

JERRY MOORE

ELLA M MOORE

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2383 Wilcox Lane, and legally described as follows:

LOT 34 OF WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #04-12-05-303-004

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

Jerry Moore
Ella M Moore

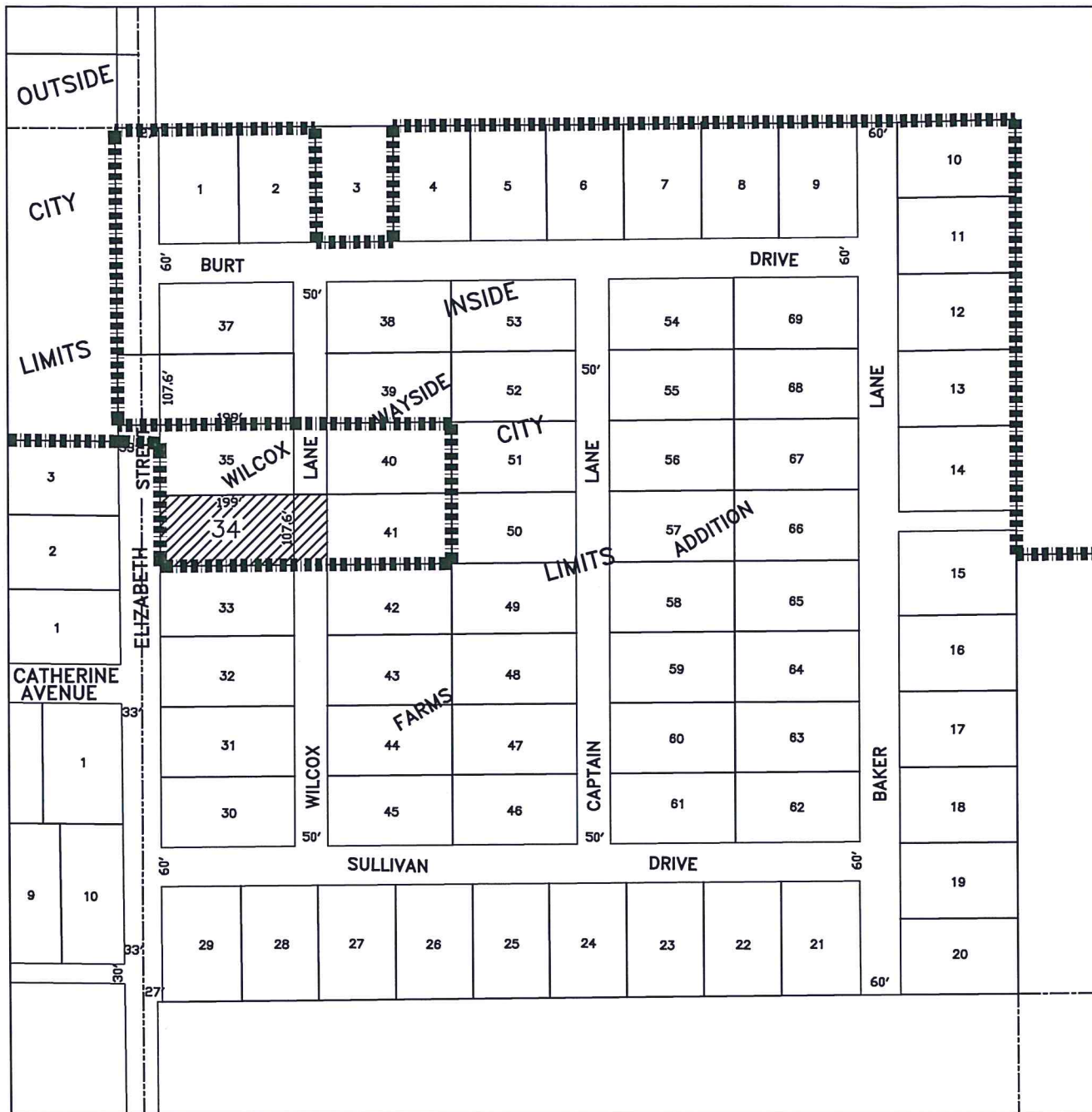
JERRY MOORE
ELLA M MOORE

2383 Wilcox Ln.
2383 WILCOX LN

Signed and sworn to before me this 15th day of December, 2022

Mary F. Jenkins
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2383 WILCOX LANE



indicates territory annexed



indicates existing corporate limits

0.492± acres

AREA 0.0008± sq. miles

107.6± lin. ft. of public road

DECATUR township



N.T.S.



1-4-23

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: _____ Page 142 of 222

City Clerk

DATE: 1/6/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointments - Oakley Township Silt Retention Basin Site Maintenance Advisory Committee

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Jennifer Guenther and Chris Pumphrey to the Oakley Silt Township Retention Basin Site Maintenance Advisory Committee

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Jennifer Gunter	Oakley Township Silt Retention Basin Site Mainenance
Advisory Committee	Indefinite Term

Christopher Pumphrey	Oakley Township Silt Retention Basin Site Mainenance
Advisory Committee	Indefinite Term

DATED this 17th day of January, 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
RESOLUTION APPROVING APPOINTMENTS

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 appointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 17th day of January, 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 17th day of January, 2023.

Julie Moore Wolfe, Mayor

Public Works

DATE: 1/9/2023

MEMO: 2023-08

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with Illinois Central Railroad Company at Clinton Street.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the following Resolution authorizing Stipulated Agreement 2243 between the Illinois Commerce Commission (ICC), Illinois Central Railroad Company (IC), the City of Decatur, and the Illinois Department of Transportation (IDOT) to complete safety improvements at the Clinton Street highway-rail grade crossing with the IC railroad tracks.

BACKGROUND:

The Illinois Commerce Commission has evaluated the at-grade crossing with the IC railroad at Clinton Street (see attached location map) and has recommended safety improvements to include the installation of warning lights and gates at the railroad's intersection with Clinton St and Division St. The crossing is currently controlled with yield signs. The crossing improvements of warning lights and gates does not require any participation from the City and will be owned and maintained by the railroad.

LEGAL REVIEW: Legal reviewed and approved the agreement on January 9, 2023.

PRIOR COUNCIL ACTION:

There have been no prior Council actions on this Stipulated Agreement.

POTENTIAL OBJECTIONS: There are no known objections to the Stipulated Agreements.

INPUT FROM OTHER SOURCES:

Illinois Commerce Commission, Illinois Central railway Company and the Illinois Department of Transportation.

STAFF REFERENCE: Matthew Newell, Public Works Director, and Paul Caswell, City Engineer. Matthew 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: No budget impacts.

Staffing Impact: Staff time has been allocated for this work.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with Illinois Central Railroad Company at Clinton Street	Resolution Letter
2023-08 Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A STIPULATED AGREEMENT CONCERNING SAFETY
IMPROVEMENTS AT THE AT-GRADE CROSSING WITH THE ILLINOIS CENTRAL
RAILROAD COMPANY AT CLINTON STREET**

WHEREAS, the City of Decatur has entered into a Stipulated Agreement No. 2243 with the Illinois Commerce Commission (ICC), Illinois Central Railroad Company and Illinois Department of Transportation (IDOT) for the safety improvements to the Clinton Street (**AAR/DOT #292862N, railroad milepost 76.35-B**) highway-rail grade crossing of Illinois Central Railroad's track in Decatur, Macon County, Illinois.

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

Section 1. That the Agreement presented to the City Council herewith between the City of Decatur, the Illinois Commerce Commission, Illinois Central Railroad Company, and the Illinois Department of Transportation regarding the safety improvements to the Clinton Street highway-rail grade crossing of the Illinois Central Railroad Company track in Decatur, Illinois, as Exhibit A and it is hereby, received, placed on file, and approved.

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

PRESENTED and ADOPTED this 17th day of January 2023.

Julie Moore-Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2243**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), the City of Decatur (City), Illinois Central Railroad Company (IC or Company), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety at the Clinton Street (AAR/DOT #292862N, railroad milepost 76.35-B) highway- rail grade crossing track owned and/or operated by IC in City of Decatur, Macon County, Illinois; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law (MFT) be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Replace the existing antiquated automatic flashing light signals and control circuitry with new automatic flashing light signals and gates with a bell controlled by constant warning time circuitry, and equipped with an event recorder and capable of accepting a remote monitoring system when available, by the Company. Installation of automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and remote monitoring system, by the Company.

Section 3 The Company has prepared a preliminary “detailed” cost estimate and circuit plans to accomplish the proposed safety improvements, which may be required by Commission Order. The cost estimate and circuit plans are attached and incorporated herein by reference as Exhibit B.

Section 4 The Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed signal improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed signal improvements should be eighteen (18) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

COST DIVISION TABLE					
IMPROVEMENT	EST. COST	GCPF	CITY	COMPANY	IDOT
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	\$443,297	(95%) \$421,132 ¹	\$0	(5%) \$22,165 ²	\$0
Install Temporary STOP Signs, if ordered	No Estimate Required	0%	0%	100%	0%
TOTALS	\$443,297	\$421,132¹	\$0	\$22,165²	\$0

Notes:

¹GCPF assistance for the installation of automatic warning devices at the Clinton Street crossing not to exceed \$421,132; any installation costs above the total estimated amount of \$443,297 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

²Company responsible for all future operation and maintenance costs associated with the new automatic warning devices and temporary STOP signs at the Clinton Street crossing.

Section 6 The City is not required to pay any portion of the cost for the proposed improvements.

Section 7 Special Provisions: The Company is responsible for all future costs associated with the operation and maintenance of the new automatic warning devices in accordance with the following parts of Title 49 - Code of Federal Regulations (CFR): 49 CFR 214 - Railroad Worker Safety; 49 CFR 228 - Hours of Service of Railroad Employees; 49 CFR 233 - Signal Systems Recording Requirements; and 49 CFR 234 Grade Crossing Signal System Safety.

The Company shall review the Project Manager Information portion of the Project Status Report sheets, attached as Exhibits E. If any changes are required, the sheet must be corrected and returned with this executed Agreement. The Company shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit E regarding the progress it has made toward completion of the work required by this Agreement.

Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and City Project Manager.

All bills for the automatic warning devices specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. The Department shall reimburse the Company and the City in accordance with the State Prompt Payment Act (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The final bill for expenditures from each party shall be clearly marked "Final Bill". The Department shall not obligate any assistance from the Grade Crossing Protection Fund for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the Grade Crossing Protection Fund should be deobligated. Upon completion of the review, the Commission shall notify the Department to deobligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 8 Billing: For all work specified in this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the project.
- e) Supervision - Copies of employee work hours charged to the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.

- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel – Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 9 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 14th day of December 2022.



Brian Vercruysse
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2243, executed by Commission Staff on December 14, 2022, concerning safety improvements at the Clinton Street (AAR/DOT #292862N, railroad milepost 76.35-B) highway-rail grade crossing of the Illinois Central Railroad's track in the City of Decatur, Macon County, Illinois.

Executed by the Illinois Central Railroad Company this ____ day of _____202__.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Illinois Commerce Commission Stipulated Agreement 2243, executed by Commission Staff on December 14, 2022, concerning safety improvements at the Clinton Street (AAR/DOT #292862N, railroad milepost 76.35-B) highway-rail grade crossing of the Illinois Central Railroad's track in the City of Decatur, Macon County, Illinois.

Executed by the City of Decatur on this ____ day of _____ 202__.

CITY OF DECATUR

BY:

Illinois Commerce Commission Stipulated Agreement 2243, executed by Commission Staff on December 14, 2022, concerning safety improvements at the Clinton Street (AAR/DOT #292862N, railroad milepost 76.35-B) highway-rail grade crossing of the Illinois Central Railroad's track in the City of Decatur, Macon County, Illinois.

Executed by the Illinois Department of Transportation this ____day of _____202__.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Cynthia L. Walters, P.E.
Bureau Chief of Safety
Programs and Engineering

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch (Page 3)

RAILROAD	Illinois Central Railroad Company (IC)
USDOT#, MILEPOST	292862N railroad milepost 76.35-B
STREET, CITY, COUNTY	Clinton Street, Macon County, Illinois
JURISDICTION (RDWY)	City of Decatur
LOCATION	Urban
ROADWAY SURFACE	Oil/Chip; 30 Ft. +/-; Fair Condition

CROSSING DATA: Also see Location Sketch (Page 3) for roadway profile.

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
N-S	Timber/Asphalt	143 Ft. +/-	Fair

ROADWAY DATA: See Location Sketch (Page 3)

INTERSECTING ROADS:	Division St. (Crossing in Intersection of Clinton + Division Streets)
TRAFFIC CONTROL	Yield Signs
ADT & SPEED	200 ADT @ 30 mph
TRAFFIC TYPE	Passenger cars, School Buses, Hazmat Vehicles all possible.
ADVANCE WARNING	Yes
PAVEMENT MARKING	No

RAILROAD DATA: See Location Sketch (Page 3)

FREIGHT TRAFFIC	6/day @ 40 MPH
PASSENGER TRAFFIC	NO
WARNING DEVICES	Crossbucks/YIELD Signs

NOTES:

Please note there are no longer has 2 tracks at this location. NE track removed.

VISIBILITY STUDY: See Location Sketch (Page 3)

Train Speed	40	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	222	FEET
Along Tracks	396	FEET
Reqd. Clearing Sight Dist. (CSD) (Along Tracks)	961	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	OBST	Multiple RR Tracks	OBST	BUILDING OFF RR ROW
NW	OBST	Curve / TREES OFF ROW	OBST	TREES OFF RR ROW
SE	OBST	Curve / TREES OFF ROW	OBST	BUILDING OFF RR ROW
SW	OBST	Curve / TREES OFF ROW	OBST	BUILDING OFF RR ROW
WN	OBST	Curve / TREES OFF ROW	OBST	BUILDING OFF RR ROW
WS	OBST	Curve / TREES OFF ROW	OBST	BUILDING OFF RR ROW

*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch (Page 3)

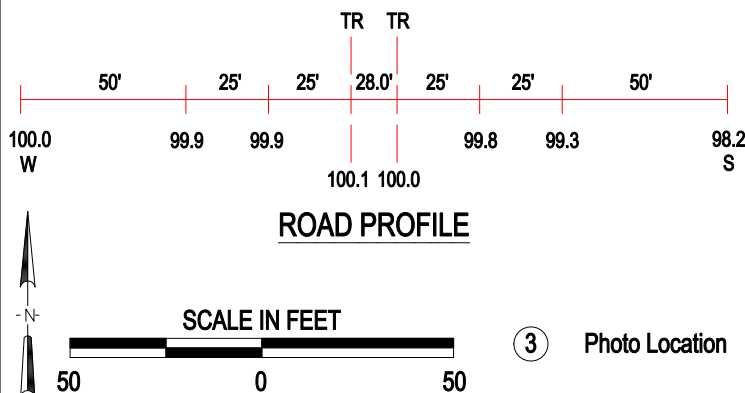
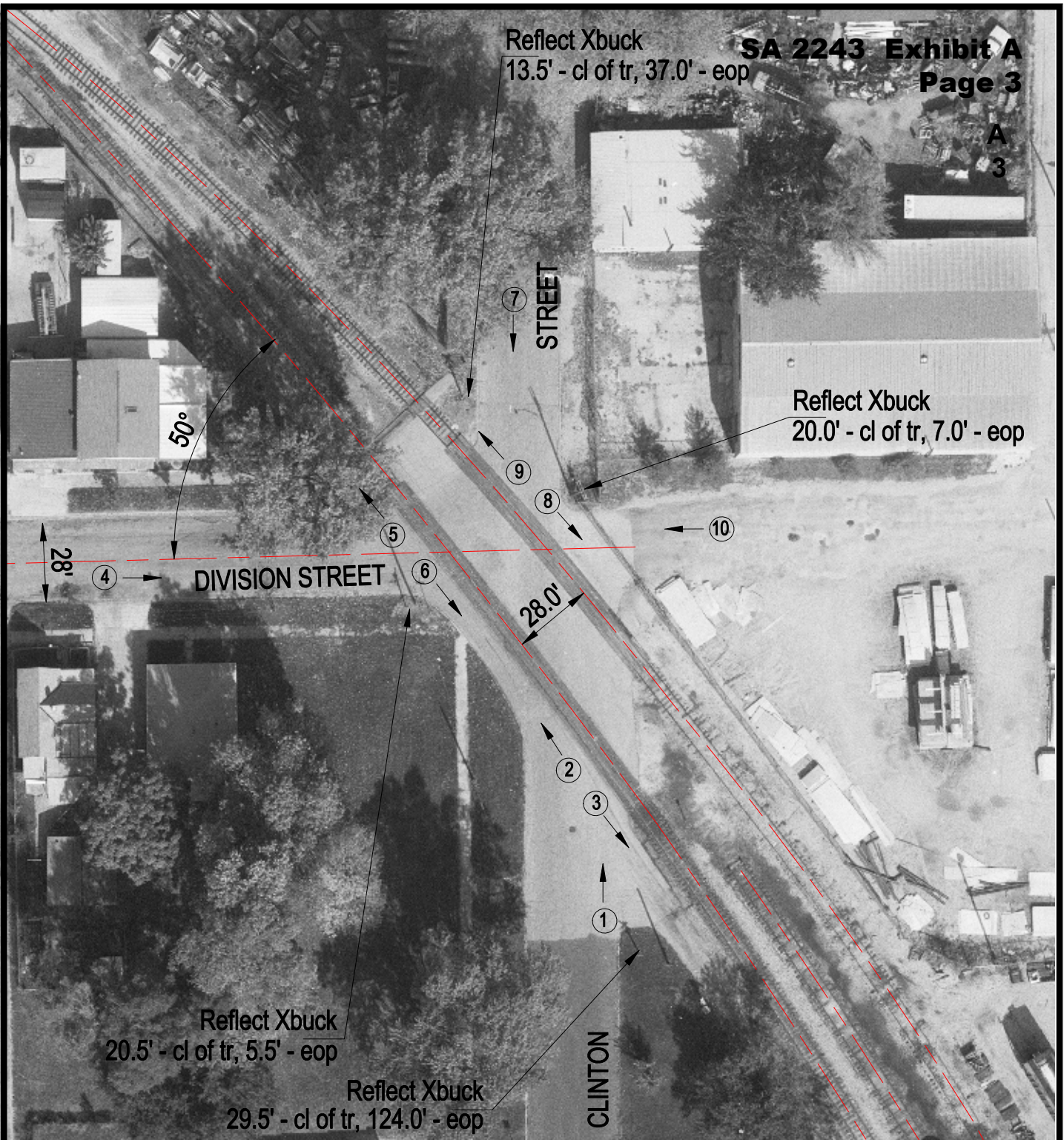
DIRECTION/West			DIRECTION/East		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
SEE	EXHIBIT	A	PAGE	3	

Distance measured from outermost rail.

COMMENTS:

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

Staff recommends that the GCPF be used pay 95% of the cost to install new automatic flashing lights signals & gates, event recorder, remote monitor, and track circuits, and that the IC pay all remaining installation costs. Staff also recommends that IC be responsible for all future operation and maintenance costs associated with the new automatic warning devices at Clinton Street crossing.



Crossing #: 292862N

Location: Macon Co., City of Decatur (I)

Lat/Long: 39°51'30" / 88°56'49"

Railroad: IC

Street: Division St.

Railroad Milepost: 76.35

Crossing Protection: Signs

ILLINOIS CENTRAL RAILROAD COMPANY
A WHOLLY OWNED SUBSIDIARY OF
CANADIAN NATIONAL RAILWAY COMPANY
HIGHWAY-RAIL GRADE CROSSING SIGNAL ESTIMATE

Estimate No.: 22-1607
Date: September 21, 2022

Roadway Name: Clinton St
Location: Decatur, IL
Railroad Region: Southern
Railroad Subdivision: Peoria
Railroad Milepost: 076.35
DOT Crossing No.: 292862N

Description of Work:

Install flashing light signals (LED) with gates and bell controlled by constant warning time circuitry in a new pre-wired bungalow.

Clinton St

Page 2

Decatur, IL

22-1607

MATERIAL

MISCELLANEOUS MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Backfill	100	TON	\$ 90.00	\$ 9,000.00
Signal Material	1	LOT	\$ 5,000.00	\$ 5,000.00
Generator - RedHawk Fuel Cell	1	EACH	\$ 22,000.00	\$ 22,000.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 36,000.00

CROSSING PACKAGE MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Pre-wired Aluminum Bungalow, 8'x8'	1	EACH	\$ 35,000.00	\$ 35,000.00
ElectrologIXS XP4, 1 Track (redundant)	1	EACH	\$ 17,000.00	\$ 17,000.00
XIP-20B Interface Panel, wall mount & cable	2	EACH	\$ 500.00	\$ 1,000.00
DAU crossing monitor	1	EACH	\$ 2,200.00	\$ 2,200.00
WSDMM module	1	EACH	\$ 4,500.00	\$ 4,500.00
Modem, Cellular	1	EACH	\$ 3,500.00	\$ 3,500.00
Converter, 12VDC/12VDC	1	EACH	\$ 1,500.00	\$ 1,500.00
Antenna with 36" Pole Kit	1	EACH	\$ 1,500.00	\$ 1,500.00
Shunt/Coupler Enclosure	3	EACH	\$ 1,200.00	\$ 3,600.00
Narrow-band shunt, multifrequency	3	EACH	\$ 700.00	\$ 2,100.00
Rectifier, NRS HF-MAX	2	EACH	\$ 1,800.00	\$ 3,600.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 210.00	\$ 2,310.00
Battery, Ni-Cad, SPL 340 AH	10	EACH	\$ 280.00	\$ 2,800.00
Foundation, Gate	3	EACH	\$ 1,200.00	\$ 3,600.00
LED Flasher & Gate Assembly, 2-Way	1	EACH	\$ 9,500.00	\$ 9,500.00
LED Flasher & Gate Assy, 2-Way, 1-Way Sidelight	2	EACH	\$ 10,000.00	\$ 20,000.00
Gate Arm	3	EACH	\$ 900.00	\$ 2,700.00
Gatekeeper	3	EACH	\$ 2,000.00	\$ 6,000.00
Bell, Electronic	1	EACH	\$ 400.00	\$ 400.00
Track Wire, 2c#6	500	FEET	\$ 1.80	\$ 900.00
Power Cable, 3c#2	500	FEET	\$ 7.70	\$ 3,850.00
Signal Cable, 16c(7c#6, 9c#14)	1000	FEET	\$ 8.00	\$ 8,000.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 135,560.00
				=====
TOTAL MATERIAL				\$ 171,560.00

Clinton St

Page 3

Decatur, IL

22-1607

LABOR

SIGNAL LABOR

Item	Gang Days	Cost/Day	Cost
6-man Gang	15	\$ 3,500.00	\$ 52,500.00 =====
SUBTOTAL SIGNAL LABOR			\$ 52,500.00

MISCELLANEOUS LABOR

Item	Quantity	Units	Unit Cost	Cost
Preliminary Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00 =====
SUBTOTAL MISCELLANEOUS LABOR				\$ 5,200.00

TOTAL LABOR

=====

\$ 57,700.00

OTHER

Item	Quantity	Units	Unit Cost	Cost
Contractor/Rented Equipment	1	L.S.	\$ 9,375.00	\$ 9,375.00
Directional Boring (By Others)	500	FT	\$ 41.00	\$ 20,500.00
Power Service, AC	1	L.S.	\$ 30,000.00	\$ 30,000.00
Freight on Crossing Package	1	L.S.	\$ 6,000.00	\$ 6,000.00
Construction Engineering (Contracted)	1	L.S.	\$ 11,000.00	\$ 11,000.00
Per Diem/Business Expense	1	L.S.	\$ 27,000.00	\$ 27,000.00
Sales Tax on Material	1	L.S.	\$ 9,489.00	\$ 9,489.00 =====
TOTAL OTHER				\$ 113,364.00

TOTAL DIRECT COSTS

=====

\$ 342,624.00

Clinton St

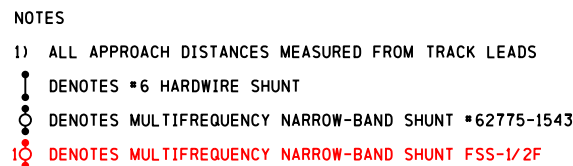
Page 4

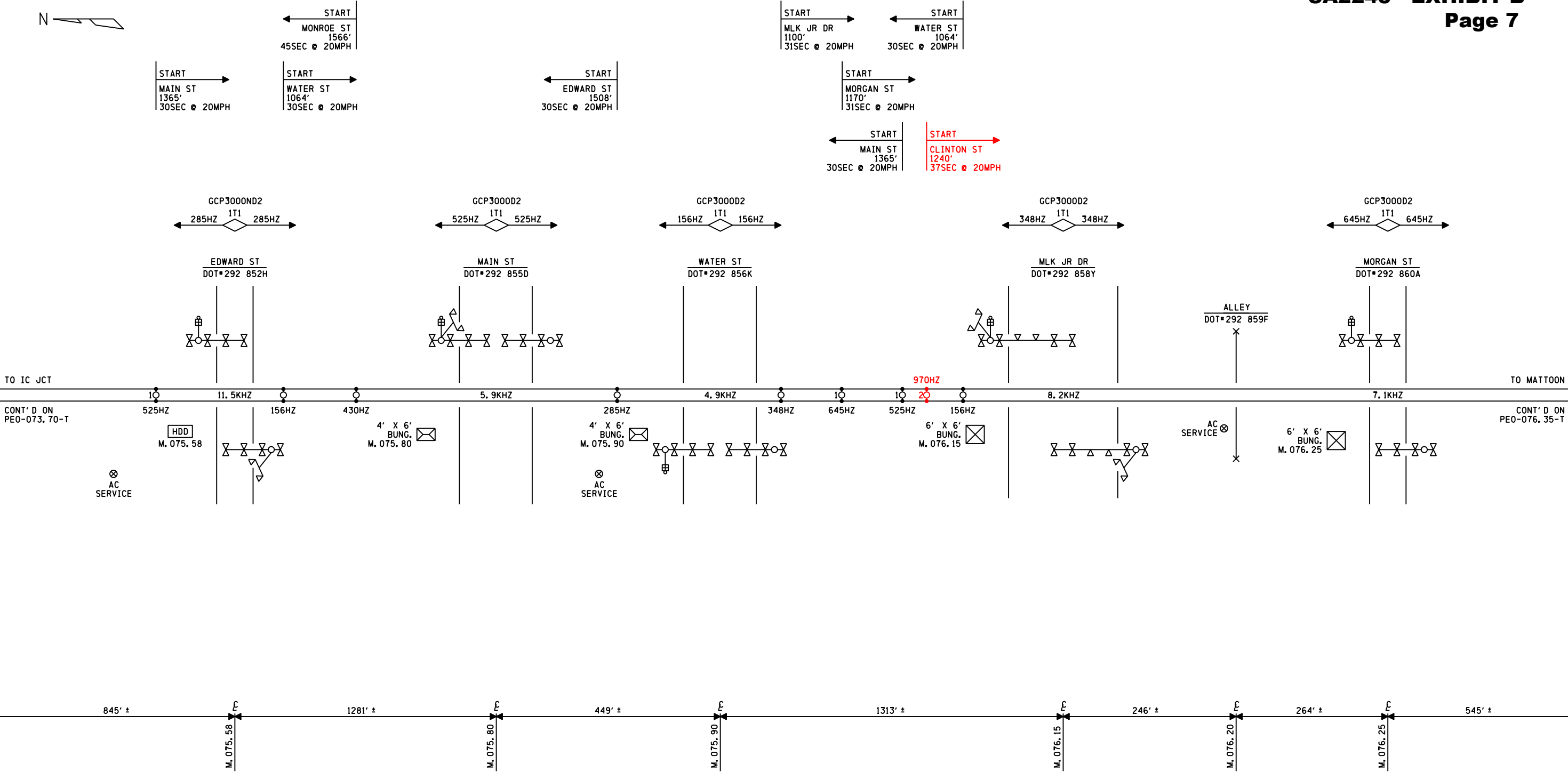
Decatur, IL

22-1607

FHWA ADDITIVES

Material		\$171,560.00	
Material Additive	5.00%		\$ 8,578.00
Signal Labor		\$ 52,500.00	
Signal Labor Additive	159.61%		\$ 83,795.00
Engineering Labor		\$ 5,000.00	
Engineering Labor Additive	159.61%		\$ 7,981.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	159.61%		\$ 319.00
Other		\$113,364.00	
		=====	=====
TOTAL DIRECT COSTS		\$342,624.00	
TOTAL FHWA ADDITIVES			\$ 100,673.00
			=====
GRAND TOTAL FHWA BASIS			\$ 443,297.00

Page 162 of 222



- NOTES
- 1) ALL APPROACH DISTANCES MEASURED FROM TRACK LEADS
 - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT #62775-1543
 - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT #62775-3497
 - DENOTES MULTIFREQUENCY NARROW-BAND SHUNT FSS-1/2F

PROPOSED			REVISIONS			D	C	COMPLETED			C	REGION SOUTHERN	
D	M	Y	D	M	Y			D	M	Y		SUB.	PEORIA 362
26	12	18				PLAN REDRAWN		07	09	18	KCK		
27	12	18				M. 075. 58 GCP3000	MSB	TPF	13	03	19	MSB	
28	12	18				M. 076. 15 GCP3000	MSB	TPF	13	03	19	MSB	
20	07	22				M. 076. 25 GCP3000	MSB	TPF	13	03	19	MSB	
						M. 076. 35 XING UPGRADE	TPF	CN					
AS INSTALLED												TRACK PLAN	
DATE												M. 075. 58 TO M. 076. 25	
BY												PEO-075. 58-T	
(PRINT NAME)													

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION
PROJECT STATUS REPORT:**

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
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PROJECT INFORMATION:

Reporting Party:	IC
Docket/Order #, Date:	
Status Report (s) Due:	6 Month Intervals from Order Date
Ordered Completion Date:	18 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	292862N railroad milepost 76.35-B
Street, (in/near) City, County:	Clinton Street, Macon County, Illinois
Railroad Company:	Illinois Central Railroad Company

PROJECT MANAGER INFORMATION:

Name:	Nick Burwell
Title:	Manager, Public Works
Representing:	IC
Street Address:	17641 S. Ashland Ave.
City, State, Zip:	Homewood, IL 60430
Office Phone:	(319) 306-9205
Office Fax:	
Cellular Phone:	
E-Mail Address:	nicholas.burwell@cn.ca

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

- 1) Install automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and remote monitoring system at the Clinton crossing.
- 2) Install temporary STOP signs on the crossbuck assemblies.

STATUS OF WORK:

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-3027

If you have questions contact Luis Felix, Rail Safety Specialist
Phone: (277) 557-1287
Email: Luis.Felix@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (277) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

CROSSING SIGNAL WORK

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
3000 S. Dirksen Parkway
Springfield, Illinois 62764

Copies of the **United States Department of Transportation Inventory Form #6300.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1300 Arlington, VA 22203 RsisRXIupdates@dot.gov	<u>And</u>	Chief of Data Services Illinois Department of Transportation 3000 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
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Clinton Street At-Grade Crossing Improvements Location Map



Public Works

DATE: 1/17/2023

MEMO: 2023-02

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing Cash Rent Farm Lease with Craig Hill for DeWitt County Wellfield

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to the Resolution Authorizing Cash Rent Farm Lease with Craig Hill for DeWitt County Wellfield at no cost to the City.

BACKGROUND:

The City owned DeWitt County Wellfield has 106.21 tillable acres that have been farmed for several years by Mr. Hill. First Illinois Ag Group recommends that Mr. Hill be allowed to continue farming the wellfield since he is very knowledgeable of the unique characteristics of the property and has successfully farmed on it for many years.

Since the quality of the soil at the wellfield is high, the leases have been on a cash rent basis, with a bonus rent based on actual crop production and average market price, to maximize City income. In 2020, the City's net farm income at this location was \$26,611.09. In 2021, the City's net income was \$41,787. The difference in net incomes is due to higher grain prices in 2021. Due to recent commodity price increases for corn and soybeans, First Illinois Ag Group also recommends that the base cash rent be increased \$15 per tillable acre to \$325.00 per tillable acre. This will provide the City with slightly more base cash rent income than last year. Due to the increased cost of crop production compared to last year, First Illinois Ag Group also recommends that the basis for the bonus rent payment for corn be adjusted to a breakeven profit point of \$1,075.00 per acre and \$750.00 per acre for soybeans. This may slightly decrease the amount of bonus rent income that the City may receive compared to last year. Both recommendations are included in the lease.

Since the City is more proactively involved in Lake Decatur water quality improvements, the lease also includes the requirement that a winter cover crop (cereal rye) be planted to reduce soil erosion from fall crop harvest through spring crop planting.

PRIOR COUNCIL ACTION:

This is a yearly action taken by the City Council.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

The lease was provided to the Legal Department for review on December 13, 2022.

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

BUDGET/TIME IMPLICATIONS: There are no implications.

COPY:

James Schroeder, First Illinois Ag Group
Craig Hill, Tenant

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Signed Lease	Backup Material
DeWitt Wellfield Field Location Map	Backup Material
DeWitt Wellfield Location Maps	Cover Memo

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CASH RENT FARM LEASE WITH
CRAIG HILL FOR DEWITT COUNTY WATER WELLFIELD**

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

Section 1. That the Cash Rent Farm Lease presented to the Council herewith as Exhibit A and made part hereof, between Craig Hill and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Cash Rent Farm Lease between the City of Decatur, Illinois and Craig Hill at no cost to the City.

PRESENTED AND ADOPTED this 17th day of January 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

EXHIBIT A

(Upon completion and execution by the parties, this document shall become a binding lease)

CASH RENT FARM LEASE

THIS LEASE is entered into by and between LANDOWNER, CITY OF DECATUR FARM by and through the LANDOWNER'S AGENT, FIRST ILLINOIS AG GROUP, and TENANT, CRAIG HILL, 5867 E. WASHINGTON ST. ROAD, MAROA, IL 61756.

THE LANDOWNER leases to the Tenant, for agricultural purposes only, the following described real estate (hereinafter "premises"), including the fixed improvements thereon:

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-Six (36); and the North One-Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Six (36); all in Township Nineteen North (T19N), Range Three East (R3E) of the 3rd P. M., Creek Township, DeWitt County, Illinois, containing 120.0 acres, more or less, except the real estate where the City of Decatur wells, pump houses, and water holding ponds are located on the above described property.

A) LENGTH OF TENURE: The term of this Lease shall begin on the latter of March 1, 2023, or the date of signing of this Lease and shall end the last day of February 2024, or after all the crops on the premises have been harvested, whichever occurs first. Landowner may terminate this Lease without cause any time prior to March 1, 2023, by giving Tenant five (5) days advance written notice. In the event this Lease is terminated without cause by Landowner, the Tenant will be reimbursed for all farming operations completed at going custom rates and crop inputs purchased providing Tenant furnishes Landowner an invoice and receipts or other supporting material for such operations or purchases upon Landowner's request. This shall be Tenant's sole remedy in the event this Lease is terminated without cause.

B) RENT AND TIME OF PAYMENT: The tenant agrees to pay the landowner a base rent of \$325.00 per acre on 106.21 tillable acres, for a total of \$34,518.25 on or before March 15, 2023 (the "due date"). If the Landowner has not received the base rent, in full, by the due date, Landlord may terminate this Farm Lease and collect the unpaid rent, and Tenant shall immediately remit any farm program payments received for the lease year to the Agent. **In the event Landowner has not received the rent, in full, by the due date and Landowner terminates lease, Landowner is not obligated to reimburse Tenant for farming operations or crop inputs purchased.**

In addition to the base rent, the tenant shall pay the landowner a bonus rent on or before November 15, 2023, based on production and average market price, to be calculated using the following formula:

Bonus rent due = .4 [{(bc x pc) + (bc2 x pc2)) - 1,075} ac + {((bs x ps) + (bs2 x ps2)) - 750 as]

bc = the greater of (a) bushels of corn per acre of corn produced on the premises, up to 200.0 bushels per acre, or (b) 80% of the Federal Crop Insurance Corporation approved yield on the premises. If approved yield cannot be established, then 200.0 bushels per acre shall be substituted for option b.

bc2= bushels of corn per acre over 200.0 produced on the premises.

pc = the greater of (a) the average Wednesday closing local bid for fall 2022 corn at Topflight Grain Cooperative in Bement, Illinois for the period of March 2022 through October 2022 or (b) the premises county Farm Service Agency loan rate for corn.

pc2= fall cash bid of 2022 corn at Topflight Grain Cooperative in Bement, Illinois at the close on the last Wednesday October 2022.

ac = acres of corn planted on the premises according to the FSA-578.

bs = the greater of (a) bushels of soybeans per acre of soybeans produced on the premises, up to 70.0 bushels per acre, or (b) 80% of the Federal Crop Insurance Corporation approved yield on the premises. If approved yield cannot be established, then 65.0 bushels per acre shall be substituted for option b.

bs2= bushels of soybeans per acre over 70.0 produced on the premises.

ps = the greater of (a) the average Wednesday closing local bid for fall 2022 soybeans at Topflight Grain Cooperative in Bement, Illinois for the period of March 2022 through October 2022, or (b) the premises county Farm Service Agency loan rate for soybeans.

ps2= fall cash bid of 2022 soybeans at Topflight Grain Cooperative in Bement, Illinois on the last Wednesday of October 2022.

as = acres of soybeans planted on the premises according to the FSA-578.

Bonus rent due shall be reduced by a sum equivalent to 40% of the amount paid for post emergence fungicide and/or insecticide applied to premises. Tenant to provide paid invoice for post-emergence fungicide and/or insecticide applied to premises.

Bonus rent shall be increased by a sum equivalent to 40% of Market Facilitation Program Payment or similar USDA Program Payment enacted for this year on the premises.

The price of fall delivery corn and/or soybeans may be determined at any time both Tenant and Landowner agree on date and percent of crop sold. The remaining percent of crop not sold by agreement of both Tenant and Landowner shall be determined by the average Wednesday closing bid as described in this lease. Confirmation of sales by both Tenant and Landowner shall be made on e-mail.

C) Tenant is required to plant a cover crop on all tillable acreage.

D) SOIL FERTILITY: Tenant shall apply and pay for, prior to planting this lease year, fertilizer as outlined on present lease year crop map. A paid fertilizer receipt to be provided to Landowner.

E) LANDOWNER AGREES TO PAY THE FOLLOWING EXPENSES:

1. Taxes on premises and improvements owned or held by Landowner.
2. Materials the Landowner deems necessary for repairs and improvements on the above-described premises.
3. Soil tests and limestone approved by Landowner.

F) LANDOWNER WILL NOT PAY FOR THE FOLLOWING: The Landowner shall not be obligated to pay for any fertilizer, seed, chemicals, machinery, power or labor, except skilled labor required to make repairs or improvements as expressly approved by Landowner.

G) TENANT SHALL HAVE THE FOLLOWING DUTIES IN OPERATING THE PREMISES:

1. To cultivate the premises faithfully and in a timely, thorough and businesslike manner.
2. To keep premises neat, and to prevent any unnecessary waste, damage, or soil erosion.
3. Not to allow noxious weeds to go to seed on said premises, but to destroy same; to cut all weeds, sprouts and brush in fence rows, drainage ditches, waterways; and on roads adjoining as often as needed each year without charge to the Landowner for labor.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. To preserve established watercourses or ditches and to refrain from any operation that will injure them.
5. Not to burn corn stalks, cobs, straw or other residue grown on the premises, nor to remove any hay, cobs or straw or other residue except by agreement and only as permitted by law.
6. To clip small grain stubble and to prevent noxious weeds from going to seed.
7. Not to permit trampling of rotation fields by livestock and to prevent rooting by hogs.
8. To follow such crop rotation, tillage practices, fertilizer programs, herbicide programs, insecticide programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent. Landowner is not liable for the cost of over application of fertilizer, limestone, herbicide, and/or insecticide.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices.
10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances. To read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or premises or both on the leased premises and adjoining areas. To comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
11. Not to cut, bulldoze, damage or destroy (or permit any such damage or destruction) of trees without written permission of Landowner.
12. Not to permit, encourage, or invite other person or persons to use any part or all of the premises for any purpose or activity not directly related to its use for agricultural production, including hunting.
13. Not to either dispose of solid waste or permit others to dispose of solid waste on the premises.
14. Not to store chemicals on the premises other than the current season. When chemicals or petroleum products are stored on the premises, they will be only those planned to be used on the premises and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the premises.
15. To certify all acres planted and production harvested from the premises each year in compliance with the Government Program in effect at that time as required by the Farm Service Agency and provides a copy of certification to Landowner.
16. Roadside ditches will be mowed at least once after August 1 and once in September.

H) SPECIAL AGREEMENT: The tenant will not commit the Landowner to pay for repairs or improvements on the above-described premises.

I) ADDITIONAL AGREEMENTS:

1. Tenant shall not erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor purchase any materials or incur any expenses for the account of the Landowner without Landowner's express approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant shall not add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given it shall pass inspection of local building authorities, power company, and insurance companies. Said additions shall immediately become part of the Landowner's premises against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Tenant shall not cut live trees for sale purposes or personal use.

4. Tenant shall provide Landowner with copies of bills for crop inputs, including seed, pesticides, fertilizer and any other product used for crop production.
5. As soon as the information is available, not later than August 1, during the term of this lease, Tenant will provide Landowner with a crop map of the premises noting field boundaries. Crop map information shall include tillage practices, acres and type of crop planted, planting dates, varieties of seed, fertilizers and their rates, limestone and their rates, and pesticides and their rates. Tenant also agrees to deliver to Landowner a copy of any FSA-578 Report of Commodities by July 15, during the term of this lease.
6. Tenant shall keep production from the premises separate from other grain. Not later than November 1, during the term of this lease, Tenant will provide the Landowner with date of harvest, acres harvested, and yield per acre. Production evidence shall be verified by delivery sheets or by other means acceptable to the local county FSA office. If Tenant uses yield monitoring and/or Global Positioning Equipment, Tenant agrees to provide Landowner a copy of any data collected. If the Tenant is permitted to store grain or equipment, any such storage shall be at the Tenant's sole risk and Landowner shall not be liable for any loss, damage or spoilage to the grain or equipment.
7. Tenant shall indemnify, defend, and hold harmless Landowner and First Illinois Ag Group, their shareholders, officers, directors, employees, agents, successors, assigns, and legal representatives from and against any and all losses, claims, damages, liabilities, expenses (including reasonable attorney fees and fees of technical consultants and expert witnesses), fines, penalties, and costs arising out of Tenant's operations conducted on the premises or performance of this Lease, except where caused by the negligence or willful misconduct of Landowner or First Illinois Ag Group in the operation or maintenance of the premises, including failure to pay rent even though this lease is terminated under paragraph entitled "Rent and Time of Payment". This indemnification provision shall survive expiration or termination of this lease. Tenant agrees that First Illinois Ag Group is executing this lease on behalf of and as the agent for Landowner and shall have no personal liability to Tenant with respect to this lease.
8. Tenant shall not apply nitrogen fertilizer in excess of University of Illinois nitrogen fertilizer recommendation for optimal economic benefit.
9. Tenant shall not apply ammonium sulfate.
10. Tenant shall not enter into any Carbon Sequestration Agreements on premises without Landowner's prior written consent.

J) FIELDWORK FOR NEXT YEAR'S CROP: Tenant shall not be authorized to prepare for crops to be harvested in the next crop year until receiving written permission to do so from Landowner. Where permission is granted and in the event the premises are not leased to the Tenant for the next lease year, Tenant will be reimbursed at going custom rates for the work performed and agrees to release all interest in the premises and crops on which the preparation is made. The granting of permission to prepare for the next crop does not constitute rental of the premises for the next lease year. If Tenant proceeds to prepare for next year's crops, without written permission, he may not be compensated for such work. Any reimbursement shall be at Landowner's option.

K) GOVERNMENTAL PROGRAM: Participation in Governmental Programs is at discretion of Landowner. The Tenant's right to retain farm program payments payable before or after beginning of the term of this lease is contingent on the Tenant's timely payment in full of the cash rent. If Tenant does enroll in government programs, Tenant shall be responsible to perform all program requirements.

Landowner shall receive 100% of Conservation Reserve Program payments. The Tenant shall maintain conservation reserve program improvements and acreage in accordance with USDA requirement.

L) MINERAL RIGHTS: Nothing in this lease shall confer upon the Tenant any right to minerals underlying said premises or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, prorate for the premises so taken by him or his assigns for said uses when the rental of such premises is cash, and to reimburse the said Tenant for any actual damage he may suffer for his share of the crops destroyed where such premises is on grain rent and to release Tenant from obligation to continue farming the premises when development of resources interferes materially with Tenant's ability to make a satisfactory return.

M) LIABILITY: Landowner shall in no way be liable in damages for failure of the water supply or for any damage by the elements or otherwise to any of the improvements nor for any loss or damage while improvements are under construction or repair or for any failure to repair or alter or replace any buildings or improvements.

Tenant takes possession of the leased premises "as is". Tenant, his successors and assigns hereby release Landowner and First Illinois Ag Group for all claims of injuries or premises damage suffered by himself, his family, his employees and agents arising out of or in connection with the performance of this Lease; Tenant's, his family's, employees' and agents' presence on the premises; and Tenant's pursuance of his farming operations except where such claims or damages arise from or are caused by the negligence or willful misconduct of Landowner or First Illinois Ag Group in the operation or maintenance of the premises.

Tenant shall obtain and maintain during the term hereof an occurrence liability insurance policy, naming as additional insureds, both the Landowner and First Illinois Ag Group in its individual and fiduciary capacity with, at a very minimum, \$1 million combined single limit coverage for the term of this lease. Certificate of Insurance shall be issued and delivered to First Illinois Ag Group prior to lease taking affect.

N) SUBLEASING: The Tenant shall have no right to lease or sublet any part of the premises or to assign the lease to any person or persons whomsoever, without Landowner's prior written consent.

O) OTHER LEASES OR EASEMENTS: This Farm Lease is subject to, and Landowner reserves the right to continue with, or enter into, additional leases or easements of the Premises during the term hereof, examples of which are hereafter listed: wind energy leases or easements; solar energy leases or easements; coal, oil, or gas leases; pipeline easements or leases; utility easements or leases; telecommunication easements or leases; or leases or easements for similar uses. All proceeds of such additional leases or easements are, or will be, payable to Landowner, except for Tenant's reasonable crop damages, if any, for the term hereof, and Tenant hereby consents to such additional leases or easements and agrees to cooperate therewith.

P) TERMINATION: The Tenant agrees that at the expiration or termination of this lease the Tenant will yield possession of the premises to the Landowner without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear accepted. If the Tenant fails to yield possession, he shall pay to the Landowner a penalty of \$5.00 per acre per day for each day he remains in possession thereafter, in addition to any damages caused by the Tenant to the premises or improvements and said payments shall not entitle the Tenant to any interest or any kind of character in or on the premises.

Q) LANDOWNER'S LIEN: The Landowner's Lien provided by Section 9-316 of the Code of Civil Procedure, on crops grown or growing on the premises, shall secure payment of the rent herein specified. In addition, the Tenant grants to the Landowner a security interest in such crops to secure the faithful performance of the terms of this lease, including payment of rent. Tenant consents to any filing required by law to perfect the statutory Landowner's lien and security interest in crops. The Tenant agrees that the parties to whom crops grown on the premises may be sold will include only those listed below.

Names of potential purchasers of crops: **TOPFLIGHT GRAIN COOPERATIVE**

R) RIGHT OF ENTRY: The Landowner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time for purpose of viewing them, of working or making repairs or improvements thereon, of developing mineral resources, for any recreational use of the premises including hunting and any other use that does not interfere with the Tenant's farming operations, or after notice of termination has been given and following severance of crops of tilling, preparing a seedbed, making seedlings, gleaning corn, applying fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations. The Landowner shall have the exclusive right to hunt and permit others to hunt.

S) FAILURE TO PERFORM: If the Tenant shall, from any cause, fail to comply with any of his agreements herein, the Landowner may at any time when such failure occurs after giving reasonable written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or grain due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent and advances, or account for the crop share as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landowner in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant hereunder and shall be considered rents. The obligation of Tenant to pay rent shall not be deemed to be waived, released or terminated by Landowner's service of any notice or suit.

T) FINANCIAL DISCLOSURE: It is agreed by and between the Landowner and the Tenant that the continued financial ability of Tenant to perform his obligations under the terms of this lease is a condition to the granting of the lease by the Landowner to the Tenant. Tenant shall furnish such financial information as may be requested, including a current financial statement. Failure to produce requested information shall constitute default under the foregoing paragraph.

U) SOIL CONSERVATION: The Landowner and Tenant confirm the common goal of minimizing soil erosion losses and preserving productivity of the premises. It is the Tenant's direct responsibility to implement any conservation tillage, crop rotation, and maintenance practices required by the Natural Resource Conservation Service and authorized by the Landowner to be in compliance with existing USDA Farm Programs as administered by the Farm Service Agency.

V) RELATIONSHIP OF PARTIES: It is agreed that the Tenant is an independent contractor. Landowner shall not be responsible for Tenant's employee's wages and payroll taxes. The relationship between the parties is such that neither is the agent or partner of the other for any purpose whatsoever. The rights of Tenant under this agreement are not assignable by him for any purpose.

W) SEVERABILITY: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If a court having proper jurisdiction holds a particular Lease provision unreasonable, that restriction shall be modified to the extent necessary in the opinion of such court to make it reasonable and legally valid.

X) APPLICABLE LAW AND VENUE: The laws of the State of Illinois shall govern the validity, performance, and enforceability of this Lease. The parties irrevocably consent to the exclusive jurisdiction for any lawsuit arising under this Lease to be in the Circuit Court of Macon County, in Decatur, Illinois or, if applicable, the United States District Court for the Central District of Illinois, Urbana, Illinois Division.

Y) EXTENT OF AGREEMENT: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landowner and the Tenant in like manner as upon the original parties. Amendments to this lease may only be made in writing signed by the Landowner and the Tenant. All of the rights and privileges and reservations in favor of the Landowner may be exercisable by First Illinois Ag Group in its representative capacity.

Z) YOU ARE HEREBY NOTIFIED that **FIRST ILLINOIS AG GROUP** ("Agent") is a real estate licensee and is acting as Agent for **CITY OF DECATUR** ("Landowner") in this transaction. Agent is not representing you in this transaction and any benefit you receive as a result of Agent's work on this transaction is purely incidental and should not be construed as creating an agency relationship between you and Agent.

Agent owes the Landowner in this transaction undivided fiduciary duties, which include but are not limited to the duties of loyalty, disclosure, obedience, confidentiality, and reasonable care. Agent must put Landowner's interest first and negotiate the best terms and conditions for Landowner, not for you.

You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance, building inspection, equipment inspection, or other matters, it is your responsibility to consult a professional in those areas. In addition, you can choose to have the advice, assistance, and representation of your own real estate licensee. Do not assume that a real estate licensee is representing you or is acting on your behalf unless you have contracted in writing for such representation.

The Tenant grants permission to the Farm Service Agency to release any and all forms, documents, maps, contracts and yield data associated with the property referenced in the lease arrangement to First Illinois Ag Group and its representatives.

IN WITNESS WHEREOF, we affix our signatures below.

BY:  DATE: 01/06/2023
FIRST ILLINOIS AG GROUP, AGENT for
CITY OF DECATUR

TENANT TAX I.D. 37- 1196494

BY:  DATE: 12/12/22
CRAIG HILL, TENANT

BY: _____ DATE: _____
MAYOR, CITY OF DECATUR

ATTEST: _____ DATE: _____
CITY CLERK

Revised 12/22



United States
Department of
Agriculture

DeWitt County, Illinois



Common Land Unit Tract Boundary
 Non-Cropland
 Cropland

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 38.91 acres

2023 Program Year
Map Created November 17, 2022

Farm 2050
Tract 10313

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



United States
Department of
Agriculture

DeWitt County, Illinois



Common Land Unit Tract Boundary

Non-Cropland

Cropland

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 67.30 acres

2023 Program Year

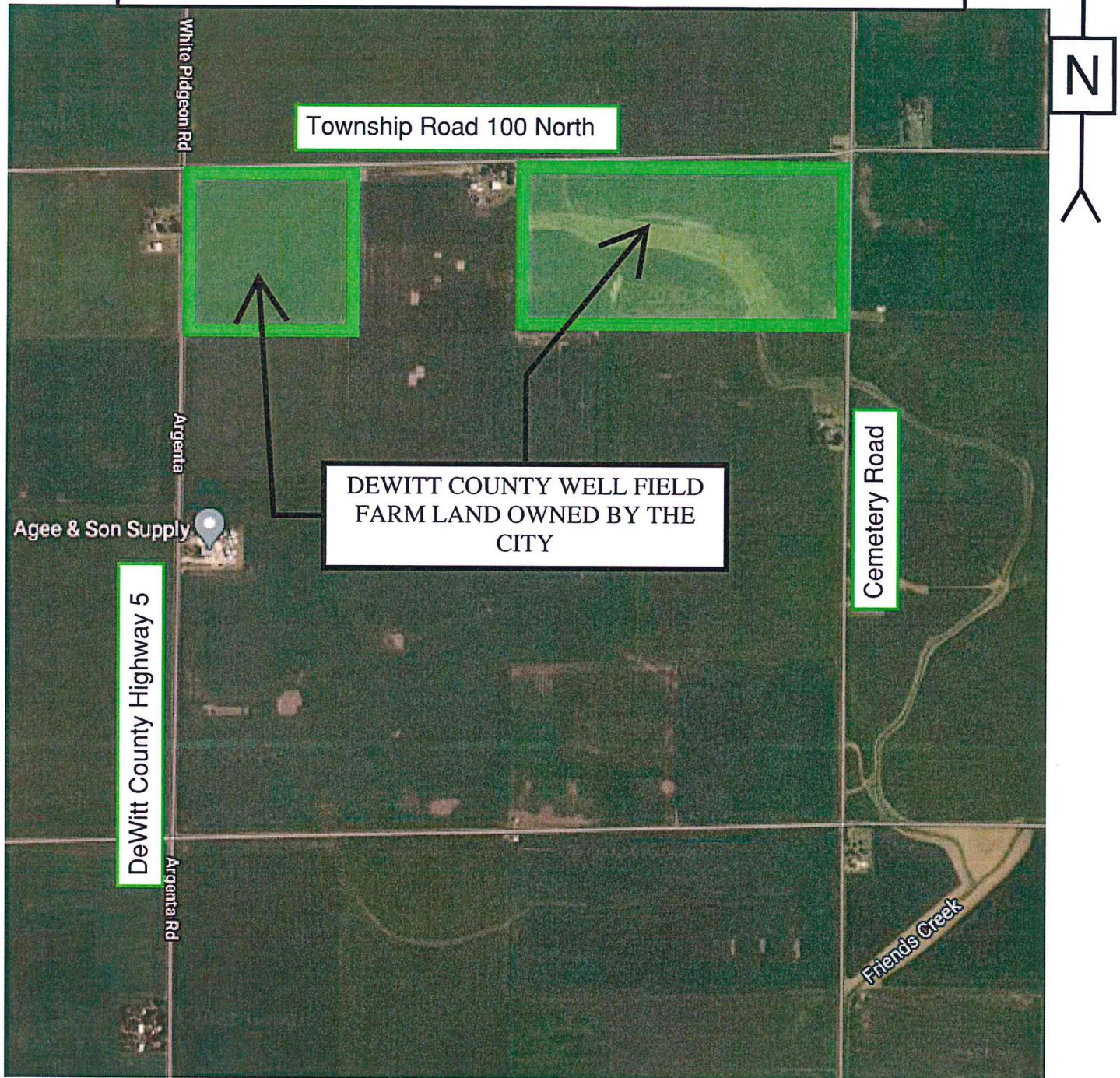
Map Created November 17, 2022

Farm 2050

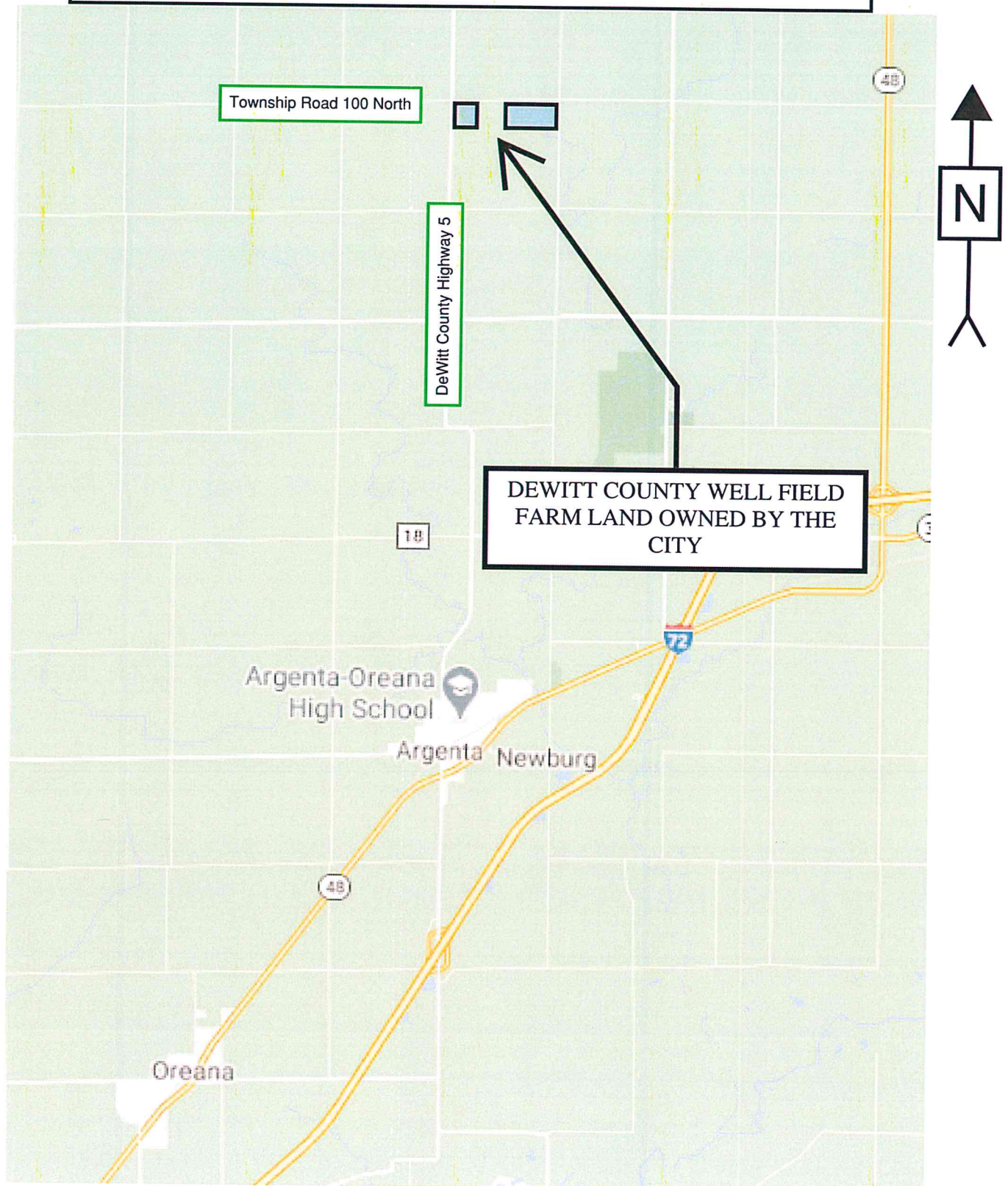
Tract 10315

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

DeWitt County Water Well Field



DeWitt County Water Well Field



Public Works

DATE: 1/17/2023

MEMO: 2023-03

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to a Resolution Authorizing Crop Share Farm Lease with Steve Bell for the Oakley Sediment Basin Exterior at no cost to the City.

BACKGROUND:

The exterior of the City owned Oakley Sediment Basin, where dredged lake sediment was pumped into, has 30.93 tillable acres that have been farmed for several years by Mr. Bell. First Illinois Ag Group recommends that Mr. Bell be allowed to continue farming the Oakley Sediment Basin since he is very knowledgeable of the unique characteristics of the property and has farmed on it for many years. The terms of the lease are identical to the previous lease.

Since the quality of the Basin's exterior soil is generally average, and the areas that are farmed are small and not contiguous, the lease will continue to be on a crop share basis to equitably share between the City and Mr. Bell the costs and benefits of farming at this location. In 2020, the City's net farm income at this site was \$2,985.67. In 2021, the City's net income was \$4,662.63. The difference in net incomes is due to higher 2021 grain prices. The shared costs and benefits are listed on page 1 of the lease, and include:

- Harvested crops
- Limestone
- Fertilizer
- Herbicides
- Insecticide
- Soil testing
- Seeds

A winter cover crop is not recommended for this site since the land is in several small sections and is relatively flat with vegetation field borders.

PRIOR COUNCIL ACTION:

On October 18, 2021, the City Council authorized a Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

The lease was provided to the Legal Department for review on December 13, 2022.

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

BUDGET/TIME IMPLICATIONS:

There are no implications.

COPY:

James Schroeder, First Illinois Ag Group
Steve Bell, Tenant

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Signed Lease	Backup Material
OSB Location Map	Cover Memo

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CROP SHARE FARM LEASE WITH
STEVE BELL FOR OAKLEY SEDIMENT BASIN EXTERIOR**

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

Section 1. That the Crop Share Farm Lease presented to the Council herewith as Exhibit A and made part hereof, between Steve Bell and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Crop Share Farm Lease between the City of Decatur, Illinois and Steve Bell at no cost to the City.

PRESENTED AND ADOPTED this 17th day of January, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

EXHIBIT B

(Upon completion and execution by the parties, this document shall become a binding lease)

CROP SHARE LEASE

THIS LEASE is entered into by and between LANDOWNER CITY OF DECATUR FARM 2 by and through the LANDOWNER'S AGENT, FIRST ILLINOIS AG GROUP and STEVE BELL, 3135 N Oakley Road, Oakley, IL 62554.

THE LANDOWNER leases to the Tenant, for agricultural purposes only, the following described real estate (hereinafter "premises"), including the fixed improvements thereon:

The leased premises limited to the acreage as reported on 2022 FSA-578 Farm #5444 totaling 35.00 tillable acres, located in the North Half (N 1/2) of Section Two (2); and the Northeast Quarter (NE 1/4) of Section Three (3); all in Township Sixteen North (T16N), Range Three East (R3E) of the Third Principal Meridian (3rd P.M.), Oakley Township, Macon County, Illinois, FSA-578 Program Year 2019 map attached.

A) LENGTH OF TENURE: The term of this Lease shall begin on the latter of March 1, 2023, or the date of signing of this Lease and shall end the last day of February 2024, or after all the crops on the premises have been harvested, whichever occurs first. Landowner may terminate this Lease without cause anytime prior to March 1, 2023, by giving Tenant five (5) days advance written notice. In the event this Lease is terminated without cause by Landowner, the Tenant will be reimbursed for all farming operations completed at going custom rates and crop inputs purchased providing Tenant furnishes Landowner an invoice and receipts or other supporting material for such operations or purchases upon Landowner's request. This shall be Tenant's sole remedy in the event this Lease is terminated without cause.

B) DIVISION OF CROPS: Landowner will receive 50% of all crops grown on the premises, and title to such share shall be in the Landowner from the date of planting.

C) CASH RENT PROVISIONS: None

D) COST SHARED BY LANDOWNER/TENANT: The Landowner will share in the following crop production costs after agreeing in advance of their purchase.

Limestone	100%	Material and application
Fertilizer	50%	Material only - all application provided by Tenant
Herbicides:		
Pre-emerge	50%	Material only - all application provided by Tenant
Post-emerge	50%	Material only - all application provided by Tenant
0-till Burndown	0%	All material and application provided by Tenant
Brush Killer	100%	Landowner 100% material - Tenant 100% application
Insecticide	50%	Material and rescue applications
Soil Testing	50%	As directed by Landowner and farm manager
Seeds	50%	As set forth in annual crop plan

E) GOVERNMENTAL PROGRAM: Participation in Governmental Programs is at the discretion of the Landowner. The payment share in the USDA Ag Program Contract shall be the same as the division of crops.

Landowner shall receive 100% of Conservation Reserve Program payments. The Tenant shall maintain conservation reserve program improvements and acreage in accordance with USDA requirements.

F) STORAGE, DELIVERY AND SALE OF CROP: The Tenant agrees to store, at the option of the Landowner as much of the Landowner's share of the crop as possible, using one-half of the space provided by the Landowner, in cribs, granaries, or barns on the farm. Landowner's share of the crop shall be delivered, without cost to the Landowner, to **CLARKSON GRAIN**. Landowner, pursuant to rights given by Illinois law requires that Tenant disclose the person to whom the Tenant intends to sell any crops grown on the premises. The Tenant hereby declares that he intends to sell the crop to **CLARKSON GRAIN**. In all of the Tenant's deliveries of sales of farm products grown on the premises and in all of his grants or security interests therein, Tenant shall disclose to the purchaser

or secured party the existence of the Landowner-Tenant relationship of this lease and the terms hereof regarding title to the Landowner's share of the crop.

G) LANDOWNER AGREES TO PAY THE FOLLOWING EXPENSES:

1. Taxes on premises and improvements owned or held by Landowner.
2. Materials the Landowner deems necessary for repairs and improvements on the above-described premises.

H) TENANT AGREES TO PAY THE FOLLOWING EXPENSES:

1. All machinery, equipment, power and labor required to farm the premises properly.
2. Labor, except skilled labor, required for repairs and improvements.

I) TENANT SHALL HAVE THE FOLLOWING DUTIES IN OPERATING THE PREMISES:

1. To cultivate the premises faithfully and in a timely, thorough, and businesslike manner.
2. To keep premises neat, and to prevent any unnecessary waste, damage, or soil erosion.
3. Not to allow noxious weeds to go to seed on said premises, but to destroy same; to cut all weeds, sprouts and brush in fence rows, drainage ditches, waterways; and on roads adjoining as often as needed each year without charge to the Landowner for labor.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
5. Not to burn corn stalks, cobs, straw or other residue grown on the premises, nor to remove any hay, cobs or straw or other residue except by agreement, and only as permitted by law.
6. To clip small grain stubble and to prevent noxious weeds from going to seed.
7. Not to permit trampling of rotation fields by livestock in wet weather when the soil is soft, and to prevent rooting by hogs.
8. To follow such crop rotation, tillage practices, fertilizer programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent. To apply fertilizer and limestone at the rate stated in the annual crop plan. Landowner is not liable for the cost of over application of fertilizer, limestone, herbicide and/or insecticide.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices.
10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances. To read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas. To comply with all applicable federal, state, and local statutes, regulations, rules and ordinances.
11. Not to cut, bulldoze, damage, or destroy (or permit any such damage or destruction) of trees without written permission of Landowner.
12. Not to permit, encourage, or invite other person or persons to use any part or all of this premises for any purpose or activity not directly related to its use for agricultural production, including hunting.
13. Not to dispose of solid waste nor permit others to dispose of solid waste on the premises.
14. Not to store chemicals on the premises other than the current season. When chemicals or petroleum products are stored on the premises, they will be only those planned to be used on the premises and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the premises.
15. To certify all acres planted and production harvested from the premises each year in compliance with the Government Program in effect at that time as required by the Farm Service Agency Office.
16. Roadside ditches will be mowed at least once after August 15 and once in September.

J) SPECIAL AGREEMENT: The Tenant will not commit the Landowner to pay for repairs or improvements on the above-described premises.

K) ADDITIONAL AGREEMENTS:

1. Tenant shall not erect or permit to be erected upon said premises, any structure, building, fence, or sign of any kind whatsoever, except by the written consent of the Landowner, nor purchase any materials or incur any expenses for the account of the Landowner without Landowner's express approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant shall not add electrical wiring, plumbing, or heating without written permission of the Landowner, and when same is given, it shall pass inspection of local building authorities, power company, and insurance companies. Said additions shall immediately become part of the Landowner's premises against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Tenant shall not cut live trees for sale purposes or personal use.
4. Limestone and application costs are depreciated over five crop years. Tenant will be reimbursed for any undepreciated portion. Landowner will reimburse upon final division.

5. As soon as the information is available, not later than August 1, during the term of this lease, Tenant will provide Landowner with a crop map of the premises noting field boundaries. Crop map information shall include tillage practices, acres and type of crop planted, planting dates, varieties of seed, fertilizers and their rates, limestone and their rates, and pesticides and their rates. Tenant also agrees to deliver to Landowner a copy of any FSA-578 Report of Commodities by July 15, during the term of this lease.
6. Tenant shall keep production from premises separate from other grain. Not later than November 1, during the term of this lease, Tenant will provide the Landowner with date of harvest, acres harvested, and yield per acre. Production evidence shall be verified by delivery sheets or by other means acceptable to the local county FSA office. If Tenant uses yield monitoring and/or Global Positioning Equipment, Tenant agrees to provide Landowner a copy of any data collected. If the Tenant is permitted to store grain or equipment, any such storage shall be at the Tenant's sole risk and Landowner shall not be liable for any loss, damage or spoilage to the grain or equipment.
7. Tenant shall indemnify, defend, and hold harmless Landowner and FIRST ILLINOIS AG GROUP, their shareholders, officers, directors, employees, agents, successors, assigns, and legal representatives from and against any and all losses, claims, damages, liabilities, expenses (including reasonable attorney fees and fees of technical consultants and expert witnesses), fines, penalties, and costs arising out of Tenant's operations conducted on the premises or performance of this Lease, except where caused by the negligence or willful misconduct of Landowner or FIRST ILLINOIS AG GROUP in the operation or maintenance of the premises, including failure to pay rent even though this lease is terminated under paragraph entitled "Rent and Time of Payment". This indemnification provision shall survive expiration or termination of this lease. Tenant agrees that FIRST ILLINOIS AG GROUP is executing this lease on behalf of and as the agent for Landowner and shall have no personal liability to Tenant with respect to this lease.
8. Tenant shall not apply nitrogen fertilizer in excess of University of Illinois nitrogen fertilizer recommendation for optimal economic benefit.
9. Tenant shall not apply ammonium sulfate.
10. Tenant shall not enter into any Carbon Sequestration Agreements on premises without Landowner's prior written consent.

L) FIELDWORK FOR NEXT YEAR'S CROP: Tenant shall not be authorized to prepare for crops to be harvested in the next crop year until receiving written permission to do so from Landowner. Where permission is granted and in the event the premises are not leased to the Tenant for the next lease year, Tenant will be reimbursed at going custom rates for the work performed and agrees to release all interest in the premises and crops on which the preparation is made. The granting of permission to prepare for the next crop does not constitute rental of the premises for the next lease year. If Tenant proceeds to prepare for next year's crops, without written permission, he may not be compensated for such work. Any reimbursement shall be at Landowner's discretion.

M) MINERAL RIGHTS: Nothing in this lease shall confer upon the Tenant any right to minerals underlying said premises or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, pro-rata for the premises so taken by him or his assigns for said uses when the rental of such premises is cash, and to reimburse the said Tenant for any actual damage he may suffer for his share of the crops destroyed where such premises is on grain rent and to release Tenant from obligation to continue farming this premises when development of resources interferes materially with Tenant's ability to make a satisfactory return.

N) LIABILITY: Landowner shall in no way be liable in damages for failure of the water supply or for any damage by the elements or otherwise to any of the improvements nor for any loss or damage while improvements are under construction or repair nor for any failure to repair or alter or replace any buildings or improvements.

Tenant takes possession of the leased premises "as is." Tenant, his successors and assigns hereby release Landowner and FIRST ILLINOIS AG GROUP for all claims of injuries or property damage suffered by himself, his family, his employees and agents arising out of or in connection with the performance of this Lease; Tenant's, his family's, employees' and agents' presence on the premises; and Tenant's pursuance of his farming operations except where such claims or damages arise from or are caused by the negligence or willful misconduct of Landowner or FIRST ILLINOIS AG GROUP in the operation or maintenance of the premises.

Tenant shall obtain and maintain during the term hereof an occurrence liability insurance policy, naming as additional insureds, both the Landowner and FIRST ILLINOIS AG GROUP in its individual and fiduciary capacity with, at a very minimum, \$1 million combined single limit coverage for the term of this lease. Certificate of Insurance shall be issued and delivered to FIRST ILLINOIS AG GROUP prior to lease taking affect.

O) SUBLEASING: The Tenant shall have no right to lease or sublet any part of the premises or to assign the lease to any person or persons whomsoever, without Landowner's prior written consent.

P) OTHER LEASES OR EASEMENTS: This Farm Lease is subject to, and Landowner reserves the right to continue with, or enter into, additional leases or easements of the premises during the term hereof, examples of which are hereafter listed: wind energy leases or easements; solar energy leases or easements; coal, oil, or gas leases; pipeline easements or leases; utility easements or leases; telecommunication easements or leases; or leases or easements for similar uses. All proceeds of such additional leases or easements are, or will be, payable to Landowner, except for Tenant's reasonable crop damages, if any, for the term hereof, and Tenant hereby consents to such additional leases or easements and agrees to cooperate therewith.

Q) TERMINATION: The Tenant agrees that at the expiration or termination of this lease, the Tenant will yield possession of the premises to the Landowner without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear accepted. If the Tenant fails to yield possession, he shall pay to the Landowner a penalty of \$5.00 per acre per day for each day he remains in possession thereafter, in addition to any damages caused by the Tenant to the premises or improvements and said payments shall not entitle the Tenant to any interest or any kind of character in or on the premises.

R) LANDOWNER'S LIEN: The Landowner's Lien provided by Section 9-316 of the Code of Civil Procedure, on crops grown or growing on the premises, shall secure payment of the rent herein specified. In addition, the Tenant grants to the Landowner a security interest in such crops to secure the faithful performance of the terms of this lease, including payment of rent. Tenant consents to any filing required by law to perfect the statutory Landowner's lien and security interest in crops.

S) RIGHT OF ENTRY: The Landowner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time for purpose of viewing them, of working or making repairs or improvements thereon, of caring for and disposing of the Landowner's share of the crops, of developing mineral resources, for any recreational use of the premises including hunting and any other use that does not interfere with the Tenant's farming operations, or after notice of termination has been given and following severance of crops of tilling, preparing a seedbed, making seedlings, gleaning corn, applying fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations. The Landowner shall have the exclusive right to hunt and permit others to hunt.

T) FAILURE TO PERFORM: If the Tenant shall, from any cause, fail to comply with all his agreements herein, the Landowner may at any time when such failure occurs after giving reasonable written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or grain due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent and advances, or account for the crop share as herein stipulated or shall fail to keep any of the agreements of this lease, all costs, and attorney's fees of the Landowner in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant hereunder and shall be considered rent. The obligation of Tenant to pay rent shall not be deemed to be waived, released, or terminated by Landowner's service of any notice or suit.

U) FINANCIAL DISCLOSURE: It is agreed by and between the Landowner and the Tenant that the continued financial ability of Tenant to perform his obligations under the terms of this lease is a condition to the granting of the lease by the Landowner to the Tenant. Tenant shall furnish such financial information as may be requested, including a current financial statement. Failure to produce requested information shall constitute default under the foregoing paragraph.

V) SOIL CONSERVATION: The Landowner and Tenant confirm the common goal of minimizing soil erosion losses and preserving productivity of the premises. It is the Tenant's direct responsibility to implement any conservation tillage, crop rotation, and maintenance practices required by the Natural Resource Conservation Service and authorized by the Landowner to be in compliance with existing USDA Farm Programs as administered by the Consolidated Farm Service Agency.

The Landowner is using this site as a siltation pond for dredge material from Lake Decatur. The Landowner reserves the right to use any or all the tillable acreage in conjunction with the dredging operation, and if so used, Tenant agrees to automatically relinquish his lease rights. Tenant will be reimbursed for all farming operations completed and crop inputs purchased on affected acreage.

W) RELATIONSHIP OF PARTIES: It is agreed that the Tenant is an independent contractor. Landowner shall not be responsible for Tenant's employee's wages and payroll taxes. The relationship between the parties is such that neither is the agent or partner of the other for any purpose whatsoever. The rights of Tenant under this agreement are not assignable by him for any purpose.

X) SEVERABILITY: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If a court having proper jurisdiction holds a particular Lease provision unreasonable, that restriction shall be modified to the extent necessary in the opinion of such court to make it reasonable and legally valid.

Y) APPLICABLE LAW AND VENUE: The laws of the State of Illinois shall govern the validity, performance, and enforceability of this Lease. The parties irrevocably consent to the exclusive jurisdiction for any lawsuit arising under this Lease to be in the Circuit Court of Macon County, in Decatur, Illinois or, if applicable, the United States District Court for the Central District of Illinois, Urbana, Illinois Division.

Z) EXTENT OF AGREEMENT: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landowner and the Tenant in like manner as upon the original parties. All of the rights and privileges and reservations in favor of the Landowner may be exercisable by FIRST ILLINOIS AG GROUP in its representative capacity.

YOU ARE HEREBY NOTIFIED that FIRST ILLINOIS AG GROUP ("Agent") for CITY OF DECATUR FARM 2 ("Landowner") in this transaction. Agent is not representing you in this transaction and any benefit you receive as a result of Agent's work on this transaction is purely incidental and should not be construed as creating an agency relationship between you and Agent.

Agent owes the Landowner in this transaction undivided fiduciary duties, which include but are not limited to the duties of loyalty, disclosure, obedience, confidentiality, and reasonable care. Agent must put Landowner's interest first and negotiate the best terms and conditions for Landowner, not for you.

You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance, building inspection, equipment inspection, or other matters, it is your responsibility to consult a professional in those areas. In addition, you can choose to have the advice, assistance, and representation of your own real estate licensee. Do not assume that a real estate licensee is representing you or is acting on your behalf unless you have contracted in writing for such representation.

The tenant grants permission to the Farm Service Agency to release any and all forms, documents, maps, contracts and yield data associated with the property referenced in the lease arrangement to First Illinois Ag Group and its representatives.

IN WITNESS WHEREOF, we affix our signatures below.

BY:  DATE: 01/06/2023
FIRST ILLINOIS AG GROUP, AGENT FOR
CITY OF DECATUR FARM #2

TENANT TAX ID. _____ BY:  DATE: 12-24-22
STEVE BELL, TENANT

BY: _____ DATE: _____
MAYOR, CITY OF DECATUR

ATTEST: _____ DATE: _____
CITY CLERK

Revised 12/22

OAKLEY SEDIMENT BASIN EXTERIOR FARM AREAS



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. 23-01

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: January 17, 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 twelve (12) 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

1497 N College

822 E Decatur

1460 N Fairview

936 S Illinois

493 S Maffit

1654 N Monroe

1605 E Moore

1820 N Morgan

913 E North

1805 N Union

1627 N Walnut Grove

968 W Wood

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 17th day of January, 2023.

Julie Moore Wolfe, Mayor

ATTEST: _____

Kim Althoff, City Clerk

Council Memo January 17, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

College, 1497 N. This property was posted as Unfit for Human Habitation in June 2021. House in complete disrepair, unsafe, and unfit for occupancy. Several interior and exterior housing code violations, house does not meet minimum housing code standard.

Decatur, 822 E. This property was posted as Unfit for Human Habitation in October 2022. Unfit due to no water service, inside is full of trash and debris, bricks are pulling apart at bottom of house, soffits are missing, and damaged, front porch has holes, chimney is coming apart, gutters are in bad shape, garage is falling apart and full of debris, missing paint on garage and windows of house

Fairview, 1460 N. This property was posted as Unfit for Human Habitation in November 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Illinois, 936 S. This property was posted as Unfit for Human Habitation in October 2022. House is in complete disrepair. Has numerous holes in roof and extensive water damage. Dangerous conditions throughout the house.

Maffit, 493 S. This property was posted as Unfit for Human Habitation in June 2021. House has been designated as Unfit for Human Habitation for the following reasons: [1] Structure/equipment is dangerous. [2] No active water (Per City of Decatur Water Dept water has been inactive since Feb 20, 2021) Observed the following violations on property: Roof- (damaged gutters, peeling paint on soffit) Exterior-(damage to siding, peeling paint) Foundation-(cracks in foundation and observable bow in wall)

Monroe, 1654 N. This property was posted as Unfit for Human Habitation in June 2021. House has numerous interior and exterior violations that need to be fixed to meet minimum standards.

Moore, 1605 E. This property was posted as Unfit for Human Habitation in October 2022. Unit for human habitation due to no water service, roof is in violation, missing paint, missing siding, holes in foundation, porch is about to collapse and is unsafe, windows and doors boarded up

Morgan, 1820 N. This property was posted as Unfit for Human Habitation in June 2015. House is in complete disrepair. Has numerous holes in roof and extensive water damage. Dangerous conditions throughout the house.

North, 913 E. This property was posted as Unfit for Human Habitation in October 2022. House has exterior and interior violations that need to be brought up to minimum code. House has significant fire damage.

Union, 1805 N. This property was posted as Unfit for Human Habitation in November 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Walnut Grove, 1627 N. This property was posted as Unfit for Human Habitation in August 2022. House is in complete disrepair. Has numerous holes in roof and extensive water damage. Dangerous conditions throughout the house.

Wood, 968 W. This property was posted as Unfit for Human Habitation in March 2022. House has exterior and interior violations that need to be brought up to minimum code. House has significant fire damage.

Public Works

DATE: 1/3/2023

MEMO: 2023-04

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Lake Decatur Watershed Protection Program 2022 Annual Report

SUMMARY RECOMMENDATION:

The Lake Decatur Watershed Protection Program was implemented by the City in August of 2022 and includes guidelines, ranking criteria and land use agreements. In 2022 the City funded 75% of the cost of 7 projects including waterways, terraces, ponds and streambank stabilization.

2022 Program Summary

Annual Sediment and Nutrient Reductions

Sediment 172.1 tons
Nitrogen 226.5 pounds
Phosphorus 96.7 pounds

Program Cost

Landowners	\$ 40,471.09
City	<u>\$121,413.26</u>
Total	\$161,884.35

Attached are summary sheets of each project that was completed and paid for in 2022. The sheets include before and after construction photos, sediment and nutrient annual reductions, and costs.

ATTACHMENTS:

Description	Type
Lake Decatur Watershed Protection Program 2022 Annual Report	Backup Material

Project Name: 9-WASCB
Project Manager: City & Northwater Consulting
Landowner: Heartland Ag/ Dale Aupperle
BMP Practice: 4 Water & Sediment Control Basin (WASCB)
BMP Treatment Acres: 10.8 acres
Annual Nitrogen Reduction (lbs): 26.4
Annual Phosphorus Reduction (lbs): 7.3
Annual Sediment Reduction (Tons): 16.9
Completed Construction: Fall 2022

Total Project Cost: \$29,125.00
Landowner Cost: \$ 7,281.25
Maximum City Reimbursement: \$21,843.75

Before BMP is installed:



BMP Installed:



Project Name: 74-PND
Project Manager: City & Northwater Consulting
Landowner: Larry Shackelford
BMP Practice: Pond
BMP Treatment Acres: 8.8 acres
Annual Nitrogen Reduction (lbs): 74.357
Annual Phosphorus Reduction (lbs): 23.35
Annual Sediment Reduction (Tons): 67.475
Completed Construction: Winter 2022

Total Project Cost:	\$36,500.00
Landowner Cost:	\$ 9,125.00
City Cost:	\$27,375.00

Before BMP is installed:



BMP Installed:



Project Name: 76-GC
Project Manager: City & Northwater Consulting
Landowner: Larry Shackelford
BMP Practice: Grade Stabilization
BMP Treatment Acres: 13.6 acres
Annual Nitrogen Reduction (lbs): 19.12
Annual Phosphorus Reduction (lbs): 16.25
Annual Sediment Reduction (Tons): 18.9
Completed Construction: Fall 2022

Total Project Cost:	\$8,625.00
Landowner Cost:	\$2,156.25
City Cost:	\$6,468.75

Before BMP is installed:



BMP Installed:



Project Name: 76-STP
Project Manager: City & Northwater Consulting
Landowner: Larry Shackelford
BMP Practice: Streambank Stabilization
BMP Treatment Acres: 13.6 acres
Annual Nitrogen Reduction (lbs): 19.12
Annual Phosphorus Reduction (lbs): 16.25
Annual Sediment Reduction (Tons): 18.9
Completed Construction: Fall 2022

Total Project Cost:	\$19,950.00
Landowner Cost:	\$ 4,987.50
City Cost:	\$14,962.50

BMP installed:



Project Name: 73-WASCB
Project Manager: City & Northwater Consulting
Landowner: Larry Shackelford
BMP Practice: Water and Sediment Control Basin
BMP Treatment Acres: 3.8 acres
Annual Nitrogen Reduction (lbs): 10.345
Annual Phosphorus Reduction (lbs): 3.475
Annual Sediment Reduction (Tons): 6.578
Completed Construction: Fall 2022

Total Project Cost Estimate:	\$ 9,650.00
Landowner Cost:	\$ 2,412.50
City Cost:	\$ 7,237.50

Before BMP is installed:



BMP Installed:



Project Name: 78-WASCB
Project Manager: City & Northwater Consulting
Landowner: Larry Shackelford
BMP Practice: Water and Sediment Control Basin
BMP Treatment Acres: 7.1 acres
Annual Nitrogen Reduction (lbs): 34.16
Annual Phosphorus Reduction (lbs): 9.03
Annual Sediment Reduction (Tons): 18.386
Completed Construction: Fall 2022

Total Project Cost Estimate: \$ 9,950.00
Landowner Cost: \$ 2,487.50
City Cost: \$ 7,462.50

Before BMP is installed:



BMP Installed:



Project Name: 22-04 Waterway
Project Manager: Macon County Soil & Water Conservation District
Landowner: David England
BMP Practice: Grassed Waterway and Extension
BMP Treatment Acres: 5.6 acres
Annual Nitrogen Reduction (lbs): 43
Annual Phosphorus Reduction (lbs): 21
Annual Sediment Reduction (Tons): 25
Completed Construction: Summer 2022

Total Project Cost Estimate:	\$48,084.35
Landowner Cost:	\$12,021.09
City Cost:	\$36,063.26

BMP is installed:



City Clerk

DATE:

MEMO: 2023-1

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, December 2022

ATTACHMENTS:

Description	Type
Fire, December, 2022	Backup Material
Police, December, 2022	Backup Material
Public Works, December, 2022	Backup Material
IT, December, 2022	Backup Material
Economic & Community Development, December, 2022	Backup Material



DECATUR FIRE DEPARTMENT

MEMORANDUM

2023-01

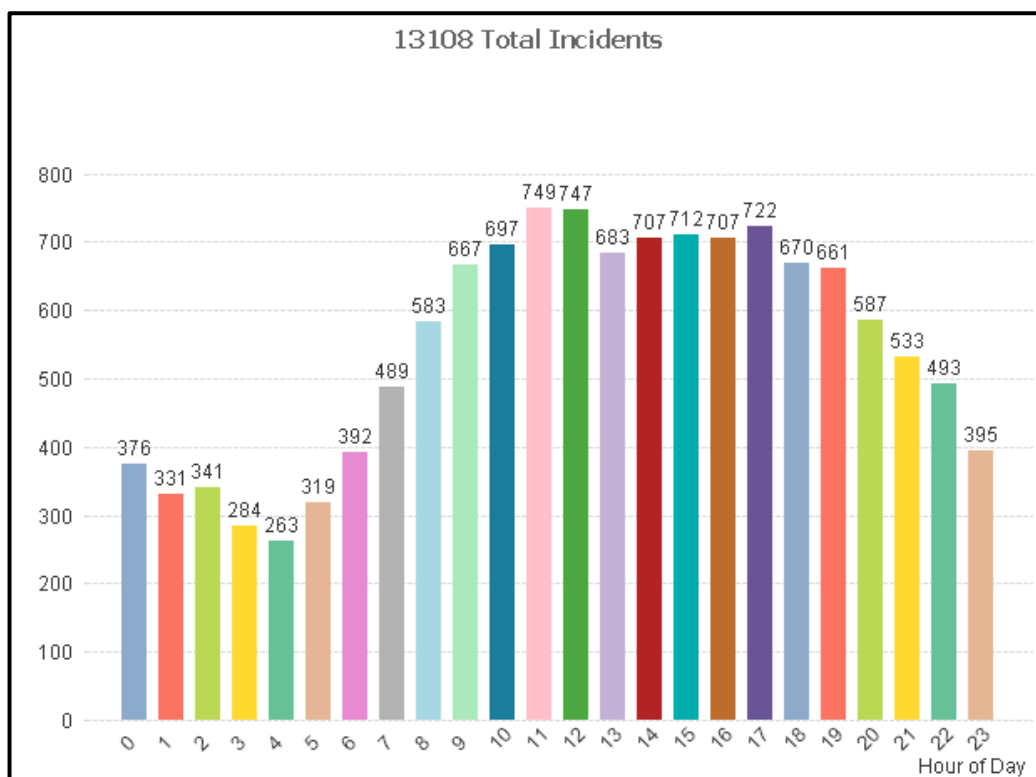
January 9, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – December 2022

The department responded to 1216 alarms in December. The total number of alarms in 2022 was a record of 13,108. That total was 668 more than the number of alarms in 2021. There were 143 structure fires in 2022. That number is 26 more than in 2021. This is the most structure fires since 2008. The total number of fires for the year was 403.



The new Engine 5 delivery date has been moved to late February. Once the new engine arrives, the sale of one of the older pumpers will occur. The completion of the new station 7 is taking longer because of supply issues, but it is close to completion. The delivery of the overhead doors will determine when the station opens.

Once the new station 7 opens, some of the alarm territories will be rearranged to coincide with the locations of the three stations that were moved. Station 7 will cover almost all territory on the east side of Lake Decatur when the adjustments are completed.

The busiest fire companies in 2022 were the following:

Engine 1	2969 runs
Engine 3	2479 runs
Engine 5	2413 runs
Engine 6	2136 runs
Truck 2	2009 runs

Training:

All members completed AHA Healthcare Provider CPR Recertification. Objectives: Complete the Vector Solution Course NFPA 1500 CPR Academic with a passing quiz grade, recall correct procedures to follow when encountering an unresponsive patient, a choking patient, a victim of cardiac arrest (pediatric & adult), or a stroke patient. Apply correct BLS techniques in management of emergencies listed above using current AHA Healthcare Provider BLS guidelines. Recall information from video and lecture by earning a passing quiz grade. Battalion CPR instructors conducted the training, presented updates to AHA guidelines and evaluated EMS practical skills.

All members completed annual fit testing with SCBA masks and N-95's.

Company Officer Training consisted of reviewing fire alarm systems.

All members completed company drills, Response Territory Familiarization, driver training, and pre-plan inspections

Fire Prevention: NO REPORT

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton**

FROM: Shane Brandel

RE: December 2022 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month, staffing was 134. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Police Chief	1	
Deputy Chief	3	
Police Lieutenant	4	
Police Sergeant	19	
<u>Police Patrol Officer</u>	<u>107</u>	
TOTAL	134	Budgeted: 148

7 of the 134 are either at the Police Training Academy or in the Field Training Program, thus not deployable.

4 sworn officers are on injury status, thus not deployable. Five retirement/resignation expected in January.

Civilian-Non Sworn Police Staffing

At the end of month staffing was 11. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>	
Executive Assistant	1	
Crime Analyst	2	
Sr. Clerk Typist	2	
Records Supervisor	1	
Parking Enforcement	1	
Part-time FOIA Officer	2	
<u>Community Liaison Officer</u>	<u>2</u>	
Total	11	

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	5	61
Directed Patrols	49	299
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	25	631
Criminal Arrests	299	4367
Felony Drug Arrests	16	253
Firearms Seized	18	260
Traffic Citations	702	6428
Field Interviews	132	1312
Written Warnings	414	2784
Calls for Service/CAD incidents	3984	51024
Unlawful Use of Motor Vehicle tows	150	1434
Driving Under the Influence Arrests (DUI)	20	289
DUI involving accidents	5	92
Fatal Accidents	0	5
Traffic Accidents	227	2531
Accidents with Personal Injury	36	442
City Ordinances Arrests	0	64

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
8	120	0	30

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	2479 grams	18117 grams @ \$10-gram	\$181,170
Cocaine-Powder	30 grams	5459 grams @ \$100-gram	\$545,900
Cocaine-Crack	0 grams	309 grams @ \$100-gram	\$30,900
Heroin	0 grams	60 grams @ \$300-gram	\$18,000
Ecstasy	0 hits	160 hits @ \$20 hit	\$3,200
Meth	143 grams	15767 grams @ 100-gram	\$1,576,700
K-2/Pills:	186 pills	327 pills	
Search Warrants: 4		YTD: 59	
US Currency Seized: \$752		YTD: \$193,775	
Firearms seized: 1		YTD: 110	
Vehicles seized: 1		YTD: 21	
Arrests: 6		YTD: 180	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 90	YTD: 1298
Cases closed/resolved: 69	YTD: 879
Criminal Arrests: 38	YTD: 495
Homicides: 1	YTD: 16
Infant Death Investigations: 0	YTD: 4
Suicide Detective Investigations: 0	YTD: 11
Missing Person Investigations: 7	YTD: 57
Computer Forensic Exams: 2	YTD: 24

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 114 YTD: 1527

Freedom of Information (FOIA)

The Professional Standards Unit received 250 Freedom of Information Act requests for the month.

Total requests YTD in 2022 is 2845.

U.S. Marshall's Great Lake Task Force

Felony Arrest:	21	YTD: 200
Misdemeanor Arrests:	4	YTD: 14
Total:		TTD: 189

**Public Works Department
Monthly Report
December 2022**

Engineering:

2021 Water Main Replacement Project:

Month Activity: Burdick completed the main installation of the 3 connections to South Shores Drive water main from the cul-de-sacs at Hackberry, Timber, and Shoreline Place. Work will continue in January with testing, flushing and chlorination prior to putting into service.

Miscellaneous cleanup of the laydown area is also scheduled with final restoration to be completed in 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 they cannot be restored with asphalt. Burdick has completed all work in phase 2 of 4.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: Service lining wrapped up in December for the winter with a total of 319 of

the approximant 500 services lined. 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.

Lake Grove Club Retaining Wall

Month Activity: The wall was completed in December. 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 Manhole Rehabilitation Project

Month Activity: All work was completed in December.

Project Background: The project was designed and advertised by Engineering staff on June 22, 2022, with bids received on July 13, 2022. The project will rehabilitate brick manholes at various locations. The City received three bids with Culy Contracting providing the lowest responsive bid. The project was awarded by to Council at the August 1st meeting.

2022 State Motor Fuel Tax - Asphalt

Month Activity: The paving of Wood St and Chestnut is complete with the remaining paving work shut down for the winter. 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.

**MUNICIPAL SERVICES MONTHLY DATA
DECEMBER 2022**

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	260 patches	131	
Miscellaneous / Asphalt	0	0	
Pothole Patch / Repair	732	166.5	
Street Repair / Asphalt	6.10 sq yds	6	
Snow Fence Installed	linear ft	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	28	30	
SS Utility Cuts / Driveway	0	0	
SS Utility Cuts / Pavement	0 sq yds	0	
SS Utility Cuts / Sidewalk	0 sq ft	0	
Water Dept Cuts / Curb & Gutter	44 linear ft	17	
Water Dept Cuts / Driveway	4 sq yds	6.25	
Water Dept Cuts / Pavement	171.65 sq yds	253.75	
Water Dept Cuts / Sidewalk	77 sq ft	82	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		114	
Flowerbed Maintenance		2	
Fountain		0	

Mowing / Downtown Parks		15	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous Electrical		0	
Service Calls / Other Departments		0	
Street Light Maintenance		29.9 Straight / 2 OT / 19 HC	
Traffic Signal Repair		182 Straight / 38 OT / 21 HC	
Warning Siren Maintenance		19	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	96.64%	708.64	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		0	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		39	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		42	
Stump Removal	30	92.5	
Tree Removal	737 (inch diameter)	543	
Tree Trimming	2	9	

Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		20	
Parking Lots/Garage Maintenance		42	
Parking Meter Collection		12	
Parking Meter Repair		6	
Special Projects / Parking		56	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	42,500 linear ft	87.5	
Catch Basin / Pumped	42	38 Straight / 4 OT	
Catch Basin / Repaired	3	22	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	22 linear ft	2	
Ditch Cleaning	100 linear ft	2	
Sanitary Back-up / Jetted	7,954 linear ft	52 Straight / 21 OT	
Sanitary Sewers / Repaired	1	4	
Sanitary Sewers / Cleaned	0 linear ft	0	
Sanitary Sewers / Jetted	0 linear ft	0 Straight / 0 OT	
Sanitary Sewers / Roots	179 linear ft	4	
Street Cleaning / 3 rd Shift	52.9 miles	18	
Street Cleaning / State Routes	25.7	7.5	
Street Cleaning / Neighborhoods	62.79	403	

Street Cleaning / Priorities	64.50	37	
Storm Sewer / Repaired	0	0	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	214	9	
Miscellaneous Traffic Control		28	
Signs / Installed	14	38	
Signs / Made	16	102.5	
Signs / Repaired	12	48	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		60	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property	0	0	
72-hour / Clean-Up	86	327	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	0	0	
Home Secures	23	47	

**Water Production Division
Monthly Report
December 2022**

DeWitt County Wellfield Improvements: INTERA Inc. tested the wellfield's performance and water quality and continued assessing the site's 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 in early 2023. The annual tree and brush removal project was completed by Homer Tree Care in October adjacent to Lost Bridge.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 612.8 feet (87% full) which is normal for December.

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. One City funded BMP construction project was completed. Work continued on the 2020 \$150,000 IEPA Section 319 grant BMP projects and subwatershed planning. IEPA is anticipated to announce in the coming weeks if the City's 2021 Section 319 grant application is funded. Northwater Consulting continued implementing and operating the watershed water quality monitoring network and completing work on the Lake Decatur bathymetry survey report, plans to construct several high priority Best Management Practices (BMPs), work on the Sand Creek, Friends Creek, Wildcat Creek and Willow Branch subwatershed plans, and the 2022 IEPA Section 319 grant application consisting of critical BMPs, other sediment reduction projects and additional subwatershed planning.

Oakley Sediment Basin Drainage Improvements: A prescribed burn of the basin is planned for early 2023 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 55% of this project.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline design and Rhodes Landfill environmental documentation review.

Water Production: Processed 35 boil orders due to extremely cold weather. Analyzed water quality samples for Lake Decatur Watershed Management Plan monitoring. 584.11 million gallons of potable water were pumped into the water distribution system which was 5.06% more than December 2021.

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 December.
3. Reduce the amount of sediment accumulating in the lake annually. The 2021 monitoring summary for this outcome was provided to the City Council in January.

December 2022

Water Services:

Staff repaired 27 water main failures, 33 water services and 2 fire hydrants. Inspected 45 system valves, 2 fire hydrants and completed 1,034 Utility Billing service orders and 47 miscellaneous distribution system orders.

Staff also assisted with the 2021 Water Main Replacement Project testing and inspection.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2022
December

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- 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 17 open issues and 30 which have been resolved.
- Fiber splicing complete for the fiber optic cable extension to firehouse 3 and firehouse 2.
- Fiber conduit extending City Fiber to Stephen Decatur School, Fire House 5, and Parsons School is complete. Fiber is pulled into the conduit, but splicing work is not finished.
- Significant work continues with completing design specifications for Transit “on bus” network deployment including “on bus” Wi-Fi.
- City I.T. has started a wireless network upgrade for all city offices who currently have wireless access. Test access points have been deployed and being tested.
- New computer servers and storage has been established for the Police Body Worn Camera application upgrade from UEMS to UDE architecture. Due to holidays, weather, and illness, this project will not complete until January 2023.
- Began work to migrate the False Alarms DB2 database to the Tyler Munis Incident Tracking module.
- Completed interface for the Power Time solution being used by Police for Time Entry, Accruals, Payouts and, Etc.
- Loaded Job/Salary History from Employee Explorer DB2 application into Munis payroll as the next step to eliminate the Employee Explorer DB2. Data reconciliation is underway and should complete sometime in January.
- Worked with Finance and Lake staff to move Lake Mgt information from DB2 to MUNIS. Duck Blind and pier information has been moved. Boat information will be moved by end of January 2023
- Spent significant time training a new employee on how to do Website updates, Munis security. She is also getting exposed to all other applications used by the City like Incode, OpenGov, NovusAgenda, Docusign, and a handful of other smaller applications.
- In December, I.T. processed 69 Help Desk tickets, resolving 36 during the initial point of contact with I.T. staff (52.2% 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.

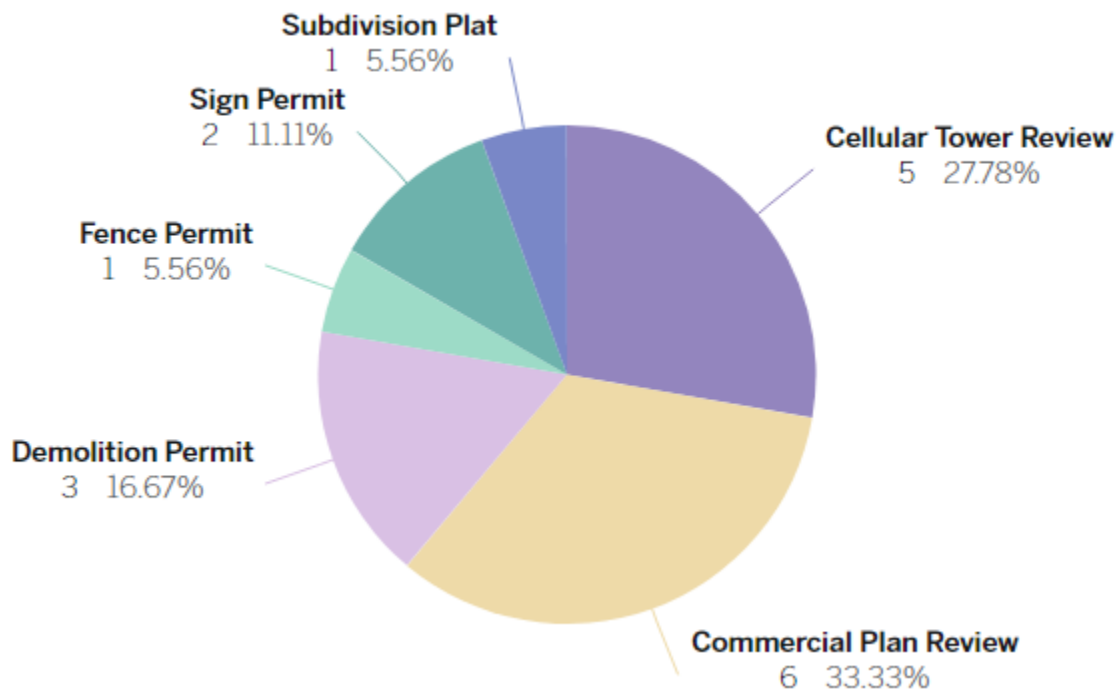
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

DECEMBER 2022

PLANNING AND DEVELOPMENT DIVISION

For the month of December, the Planning and Development staff processed and reviewed commercial site plans and other development submittals. We have adapted to doing some reviews of digital submittals of site plans and other materials.

In December, staff in conjunction with other city departments reviewed eighteen (18) submittals broken down by review type below:



We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments.

We are also handling the sale and acquisition of City owned property in furtherance of Community Revitalization. The majority of the vacant lots sold have been acquired by adjacent homeowners interested in expanding their outdoor living space with some of the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
1	68	38,100

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
0	2

BUILDING INSPECTIONS DIVISION

For December, we issued 85 permits broken down by permit type below. Of those, we had two (2) permits with a value of over \$250,000. The Division performed 281 inspections and 28 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	3	\$500,00
Residential Building	14	550,678
Demolition	7	772,949
Electrical	20	77,245
Mechanical	18	102,306
Plumbing	12	47,465
Roof	9	66,849
Pool	0	0
Fence	2	10,000
Sign	0	0
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	85	\$2,127,492

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, demolitions, and exempt activities.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff is working with Rise, Inc., a consultant to assist with strategic use of the HOME and CDBG funds.
- 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. The SFR grant ends in December 2022.
- Staff continues to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- Staff continues working with the consultant on the Great Streets Great Neighborhood project.
- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million.

- Staff continues working the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. Partners include: Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA).
- Technical assistance is being provided by City staff to operate the Small Housing Improvement Program (SHIP)
- Staff attended annual CONO Christmas party. As part of the celebration was a tribute to Francie Johnson, who passed away in November. A proclamation was read by Mayor Moore Wolfe.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff continues working with Key Strategic to develop a Workforce Development ecosystem plan for Macon County & the City of Decatur.
- 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 pilot programs as part of our owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, Homeless Advisory Council, Shemilah Outreach, Salvation Army, Northeast Community Fund, Decatur Jobs Council, SIA and GM Square 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 December 2022.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
DECEMBER 2022**

NEW CASES	
Health & Safety (72 Hour)	136
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	42
No Garbage Service	6
Nuisance	89
Secure of Abandoned Buildings	25
Weeds	0
TOTAL	
	298

DEMOLITIONS	
Year-to-Date Demolished	64
New Cases	7
Sent to Legal	5
Sent to Council	10
Out to Bid	0
Contracts Granted	0
Contract Amount	\$0
Permits Issued	0
Permits Finaled	4
Active Demolitions	193

RE-INSPECTION VISITS	
Code Enforcement	846
Weeds	
TOTAL	
	846

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	62
Dollar Amount	\$23,480.05

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	79
Weeds	0

PAYMENTS RECEIVED**	
Weeds	\$0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	
	0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.