Tuesday, January 16, 2024
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 18, 2023 City Council Meeting

V. Unfinished Business

1. Resolution Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign - 1910 Mt. Zion Road
2. Resolution Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign - 1321 N. Oakland

VI. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing a TIF Redevelopment Agreement Between the City of Decatur and County Line Plaza, LLC
3. Resolution Authorizing Amendment to InnovaFeed Development Agreement
4. Motion Adopting 2023-2025 Strategic Plan
5. Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District – Property Located Adjacent and Just West of 1001 N Brush College Rd
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction, Inc. for the 2024 Lead Water Service Line Daylighting Project, City Project 2023-20

7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Duke's Root Control, Inc. for Multi-Year Sanitary Sewer Herbicide Root Control Project, City Project 2023-31
8. Resolution Approving the Purchase of Faster Asset Solutions Cloud Based Fleet Management Software
9. Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens
10. Resolution Approving the Purchase and Installation of a Siren Activation and Monitoring System
11. 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 2206 Lilac Drive
    B. Ordinance Annexing Territory 990 East Tohill Road
    C. Resolution Authorizing an Intergovernmental Agreement between the City of Decatur Illinois and County of Macon Regarding Ann L. Schneider and Associates LLC
    D. Resolution Authorizing Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms
    E. Resolution Authorizing Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior
    F. Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials
    G. Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate
    H. Resolution Accepting the Bid of Energy Culvert Company LLC for the Purchase of Corrugated Steel Pipe
    I. Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete
    J. Resolution Approving Reappointments - Construction and Housing Board of Appeals
    K. Resolution Authorizing Amendment to the Decatur Area Convention & Visitors Bureau Agreement
    L. Receiving and Filing of Minutes of Boards and Commissions
    M. Resolution Authorizing Action Regarding Unsafe Structures
    N. Resolution Authorizing the Execution of an Agreement with JRH Services for the Demolition of 625 W. Center St

VII. Other Business

VIII. Recess to Closed Executive Session

Recess to Closed Execution Session under Open Meetings Act Section 2 (c)(1) the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body

IX. Adjournment

Monthly Reports, January, 2024

2023 Watershed Projects

ATTACHMENTS:

Description	Type
Minutes of December 18, 2023 City Council Meeitng	Backup Material

CITY COUNCIL MINUTES
Monday, December 18, 2023

On Monday, December 18, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Pat McDaniel. 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: James Taylor, Abeer Motan, Ayn Owens and Anthony Chapple.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the December 4, 2023, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Moore Wolfe called for New Business.

City Manager Scot Wrighton presented the Treasurer's Financial Report.

Mayor Moore Wolfe called for a Public Hearing at 5:40 p.m. on the matter of the 2023 property tax levy.

No individuals came forward to address Council. Mayor Moore Wolfe declared the Public Hearing closed at 5:41 p.m.

2023-87 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, 2024, and Ending December 31, 2024, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2023-88 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, 2023, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Ms. Ruby James, Director of Finance, provided additional information regarding the Budget Reconciliation Ordinance.

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

R2023-275 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, 2023, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-276 Resolution Adopting an Intergovernmental Agreement Between the City of Decatur, Illinois and the Illinois State Comptroller Concerning the Local Debt Recovery Program, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Ruby James, Director of Finance, gave an overview of the Resolution and answered questions from Council members regarding the debt collection process.

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

2023-89 Ordinance Regarding the Illinois Paid Leave for All Workers Act for the City of Decatur, Illinois, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Council members provided comments concerning the impact on small businesses.

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

R2023-277 Resolution Re-Allocating CDBG-CV Funds and American Rescue Plan Act Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Cordaryl Patrick, Director of Economic and Community Development, answered questions from Council members concerning the increased project costs of the daycare facility.

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

Resolution Approving Variances and Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign, Commonly Known as Billboards, Placement, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jon Kindseth, Deputy City Manager, gave an overview of the Resolution.

Council members shared their thoughts about the locations of the proposed billboards.

Mr. Delbert Reed with Robinson Outdoor spoke about the benefits of the billboards and answered questions from Council members.

Councilman Kuhle made a motion to table the Resolution until January, seconded by Councilwoman Gregory.

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

R2023-278 Resolution Accepting the Proposal from CivicPlus for a New Website and Communication Platform, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jon Kindseth, Deputy City Manager, gave an overview of the Resolution and answered questions from Council members regarding the project timeframe.

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

R2023-279 Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College Road Lift Station and Forcemain, City Project 2020-06, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

2023-90 Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2023-91 Ordinance Amending City Code Chapter 26 Heating, Air Conditioning and Refrigeration Contractors, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2023-92 Ordinance Amending City Code Chapter 44 Fire Prevention and Hazardous Material Control, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2023-93 Ordinance Amending City Code Chapter 67 Building Code, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2023-94 Ordinance Amending City Code Chapter 67.2 Residential Building Code, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2023-95 Ordinance Amending City Code Chapter 68 Mechanical Code, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2023-96 Ordinance Amending City Code Chapter 70 Property Maintenance Code, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

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

Item A. 2023-97 Ordinance Annexing Territory 3043 Tempe Drive
Item B. R2023-280 Resolution Rescinding Resolution No. R2023-103 Accepting the Sourcewell Bid to Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper
Item C. R2023-281 Resolution Awarding a Contract in the Amount of $252,820 Brown Equipment Company for One (1) 2023 Global Model M3 Street Sweeper
Item D. 2023-98 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds

Item E. 2023-99 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2012 Series Bonds
Item F. 2023-100 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds
Item G. 2023-101 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds
Item H. 2023-102 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds
Item I. 2023-103 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds
Item J. 2023-104 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bonds
Item K. 2023-105 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds
Item L. 2023-106 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds
Item M. 2023-107 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds
Item N. 2023-108 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds
Item O. 2023-109 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2022 Series Bonds
Item P. R2023-282 Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with Thinkwell Makerspace Innovations, NFP to obtain Internet Access through the City of Decatur Fiber Network
Item Q. R2023-283 Resolution Authorizing Consulting Services Agreement - Ann L. Schneider and Associates LLC

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

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

City Manager Wrighton announced that a copy of the adopted 2024 budget was provided to Council members.

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 6:52 p.m. under Open Meetings Act Section 2(c)(1) the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body.

Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 8:00 p.m. Councilwoman Gregory moved the regular meeting be adjourned; seconded by Councilman Kuhle. All were in favor by voicing no objections.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 8:00 p.m.

Approved _____
Kim Althoff
City Clerk

DATE: 1/8/2024

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth-Deputy City Manager

SUBJECT: Resolution Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign-1910 Mt. Zion Road

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution-1910 Mt. Zion Road	Resolution Letter
Agreement	Backup Material
Exhibit Location 1	Exhibit

MEMO

DATE: January 16, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolutions Authorizing Redevelopment Agreements with Robinson Outdoor Advertising for Off-Premise Signs (2 Separate Locations)

RECOMMENDATION: It is recommended by staff that both of these items be approved as presented by adding additional public open space and revenue to offset the impacts of proposed signage. This item was tabled at the December 18, 2023 council meeting. The council asked that the two signs sites be separated so that the governing body could act on each request separately.

BACKGROUND: The City of Decatur has signage regulations to prevent the proliferation of billboards in the urban core and the City at large. The City sign code also contemplates and allows for incremental expansion of new billboards, favoring electronic message boards over traditional vinyl faced billboards. Robinson Outdoor Advertising, which currently has no locations or signs in Decatur, reached out to the City expressing a desire to enter the Decatur market. Robinson has a national contract with Rural King to place advertising signage on their properties. Their intention was to place new signage at the corner of Mt. Zion Rd. and Maryland. Staff's preliminary review suggested that this sign request was permitted by right, however after further consideration, it was determined that the proposed multi-tenant sign for the Walmart Shopping center was technically an Off-Premise Sign, due to the fact that the sign sits on a different property parcel than the shopping center. For the reason stated above, a single variance is requested to allow the proposed signage at this location. If approved, the City would be provided with a $50K contribution to use to landscape and improve the public ROWs along this commercial corridor.

Additionally, the City has contemplated ways to make sure that the vacant triangle at West Grand and Route 48 is not developed in a way that compounds sight distance and complex traffic movements. The triangle is within the West Grand TIF and adjacent to the proposed Garfield School project. The property simply is not big enough to have another business built on the site and still maintain safe traffic movements from all directions and comply with other codes, despite the fact a liquor store was there in the past. The property has been on the market for a long time. Staff believe the highest public use for the greenspace or public art. Robinson is willing to purchase the entire triangle and give it to the city if they can put a billboard on the southwest corner of the site. This is compatible with the proposed catalyst project planned for the former Garfield School site. Additionally, there is a strong possibility this property could be used for other City needs such as storm water detention or temporary materials storage for the Grand/Fairview area sewer projects, or other public uses. The City will also receive a $15K contribution to be used in this neighborhood to mitigate any negative impacts caused by this proposed sign. Additional funding for the open space enhancements could come from the West Grand TIF fund.

As a part of the Redevelopment Agreement, the City will also receive the ability to advertise and promote public events and public service announcements on any of these signs and potentially on any Robinson Outdoor signage in the region. The City has paid thousands of dollars for the current Police Department recruitment campaign. If approved by Council, this advertising will become part of our communication tools and strategy moving forward.

Neither the Grand/Route 48 or the Mt. Zion Road locations have been the site of excessive traffic accidents. DPD records indicate that there were 12 accidents in 2022 on the Mt. Zion Road segment and 14 accidents in 2023. None appear to be related to confusion or distraction caused by signage. The same is true for the West Grand/Route 48 intersection, where ether were 6 accidents in 2022 and 7 accidents in 2023. The city's "Top 15 crash sites" for 2022 and 2023 does not include either of those locations.

STAFF REFERENCE: For any questions, City Council may contact City Manager Scot Wrighton or Deputy City Manager Jon Kindseth.

RESOLUTION NO. R2024 _____

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT WITH ROBINSON OUTDOOR ADVERTISING FOR OFF-PREMISE SIGN – 1910 Mt. Zion Rd

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WHEREAS, the City has and does allow for Off Premise Signage (Billboards); and,

WHEREAS, the City sought to restrict the proliferation of Billboards, particularly in the Central Business District, while still accommodating some continued expansion as the City continues to grow geographically; and,

WHEREAS, City Plan Commission has heard and recommended the variance petition for this proposed location at 1910 Mt. Zion Rd; and,

WHEREAS, City staff has negotiated a Redevelopment Agreement that minimizes the impact of this proposal to the respective areas and finds the proposed signage to not have a detrimental impact to the City.

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

Section 1. That the requested variances presented to the Council contained within the attached Redevelopment Agreement along with Exhibits, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager is hereby authorized and directed to sign and execute the attached Redevelopment Agreement with Robinson Outdoor Advertising on behalf of the City.

PRESENTED AND ADOPTED this 16th day of January, 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

DEVELOPMENT AGREEMENT
(Decatur, IL– Billboards)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the Effective Date (being the last date of execution by the parties), by and between **ROBINSON OUTDOOR, LLC.**, a Missouri limited liability company ("Developer"), and the **CITY OF DECATUR, ILLINOIS** a municipal corporation (the "City").

RECITALS

A. **WHEREAS,** Developer represents that it has an equitable and/or legal interest (being a leasehold interest) in a portion of the parcel of real property at the intersection of Illinois Route 121 and East Maryland Street in Macon County, Decatur, Illinois and having an assessor's parcel ID number (PIN) 09-13-28-101-009 (the "Route 121 Property") as shown in Exhibit A Site Plans, upon which Developer intends to develop and operate a digital off-premise sign (billboard) as shown in Exhibit B Billboard Renderings attached hereto (the "Route 121 Billboard"); and

B. **WHEREAS,** in conjunction with the development of the Route 121 Billboard, the City has agreed that it will allow for certain variances from the City's Zoning Ordinance described in Section 2 Variances; and

C. **WHEREAS,** the Plan Commission of the City, being a commission duly designated by the Corporate Authorities for such purpose has, on December 7, 2023, held a public hearing on the proposed variances described in Section 2; and

D. **WHEREAS**, due notice of said public hearing with respect to the proposed Variances was given and published in the manner required by law, and said public hearing was held in all respects in a manner conforming to law; and

E. **WHEREAS**, in conjunction with the development of the Route 121 Billboard, the Developer has agreed that it will provide certain Public Benefits to the City of Decatur described in Section 3 Public Benefits; and

F. **WHEREAS,** the parties desire to execute and deliver this Agreement to further evidence the terms, conditions, and agreements between the parties with respect to the transactions referenced above.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. BILLBOARD DEVELOPMENT PLANS.

1.1 **Route 121 Billboard.** Developer intends to construct a 12-foot by 24-foot two sided digital off-premise sign (billboard) with back to back displays erected at no greater than a thirty (30) degree angle to each other as shown in Exhibit B Billboard Renderings.

1.2 **City Permits.** Developer shall apply for all applicable City building permits for each billboard and shall not commence construction until the applicable building permits are issued by the City's Building Inspection Division.

1.3 **State Permits.** Developer shall apply for all applicable State permits for each billboard and shall not commence construction until the applicable building permits are approved and provided to the City.

1.4 **Electronic Message Unit Sign Usage.** Developer shall operate each billboard in accordance with the requirements of Paragraphs XXVI.F.9.g, XXVI.F.9.h and XXVI.F.9.i in the City's Zoning Ordinance, listed below:

1.4.1 Off-premise electronic message unit signs located in all permitted zoning districts shall be static, constant and steady in nature. Off-premise electronic message unit signs shall not scroll or travel, flash, grow, melt, x-ray, up or down, bounce, inverse, roll, twinkle, snow or present pictorials or other animation. Displayed messages shall not change at a rate greater than one (1) message per every ten (10) seconds.

1.4.2 Off-premise electronic message unit signs shall adjust brightness in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public and the comfort of the neighboring residential uses. The spillover at any property line shall not exceed 0.5 foot-candles.

1.4.3 All off-premise electronic message unit signs must be connected to the Emergency Communications Systems which may override any display at any time.

2. VARIANCES.

2.1. Route 121 Billboard.

2.1.1. Developer is requesting a variance from Section XXVI.F.9.c of the City's Zoning Ordinance to allow the placement of this billboard within 750 feet of another billboard. The billboard is proposed to be more than 650 feet, but less than 750 feet, from an existing multi-tenant sign for the Walmart Shopping Center which is considered a billboard due to its offsite advertisement, as shown in Exhibit B Site Plans

3. PUBLIC BENEFITS.

3.1.1. The City will receive $50,000 for this agreement which is intended to be used in this area to landscape and improve public right of ways, with intent to offset the impact of this new sign. The payment shall be provided within 30 days of the approval of this agreement.

3.1.2. The City will have the right to display any public service announcement within a reasonably requested timeframe on this Billboard. Additionally, the City shall receive free advertising on any vacancies with Robinson Outdoor Digital Billboards in Decatur and the surrounding area as long as this billboard is in operation.

4. DEFAULT AND REMEDIES.

4.1. General Default by a Party. Except as otherwise provided in this Agreement, if a party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of notice thereof from the other party (unless such cure is not reasonably possible within such 30-day period and the breaching party has commenced and is pursuing with reasonable diligence such cure), the non-defaulting party may institute legal action against the defaulting party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive. In addition to any and all other declarations of default contained elsewhere in this contract, events of default shall include but not be limited to the following:

4.2. Misrepresentation. If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

4.3. Breach. Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.

5. NOTICE. All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) electronic mail (e-mail) transmission, to the addresses set forth below (unless changed in accordance herewith). Notice will be deemed received on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if provided by e-mail, on the same day, if delivered on a business day during business hours, and on the following business day if otherwise, provided that the sender does not receive any notice of failure of delivery (i.e., an automatic response).

To Developer:	**To City:**
Robinson Outdoor, LLC	City of Decatur
Attn: Delbert Riehn	Attn: City Manager
50 Robinson Industrial Drive	1 Gary K. Anderson Plaza
Perryville, MO 63775	Decatur, Illinois 62523

6. INDEMNITY. To the fullest extent allowed by applicable law, each party (the "Indemnifying Party") hereto hereby agrees to indemnify, defend and hold the other party, its affiliates and their respective, managers, members, officers, directors, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) ("Claims") arising from or in relation to the gross negligence or willful misconduct of the Indemnifying Party (or any person acting at its direction or on its behalf), except to the extent such Claims are a result of the action, inaction, gross negligence or willful misconduct of any of the Indemnified Parties. The

obligations of this Section 5 shall survive the expiration, termination or completion of this Agreement.

7. REPRESENTATION AND WARRANTIES.

7.1. Of the Developer. Developer represents and warrants that (i) Developer is a Missouri limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri (ii) Developer has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to do so and by such execution, binds Developer under this Agreement.

7.2. Of the City. The City represents and warrants that (i) the City is a validly existing municipal corporation; (ii) the City has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of the City is duly authorized and empowered to do so and by such execution, binds the City under this Agreement.

8. MISCELLANEOUS. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against either party, but shall be construed as if jointly prepared by the parties, it being understood and agreed that each party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto. If any provisions of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the parties or their respective successors and assigns. This Agreement may only be assigned by either party upon the prior written consent of the other party. This Agreement shall be governed by, interpreted and enforced, in accordance with the internal laws of the State of Illinois without regard to its choice of law principles. The Circuit Court of Macon County, Illinois shall be the sole venue for any lawsuit arising out of a dispute involving this agreement. This Agreement may be executed by facsimile, electronic or original signature of the parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument. The terms and provisions of this Section 8 shall survive the expiration, termination or completion of this Agreement.

9. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of the partnership, agency, or joint venture between or among such parties.

10. ADDITIONAL REQUIREMENTS. Both the City and Developer shall be required to execute and deliver such additional documents as may be reasonably be required to carry out the intent of this agreement.

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

DEVELOPER: **ROBINSON OUTDOOR, LLC.,**

A Missouri limited liability company

By:_____

Name:_____

Title:_____

Date of Execution:_____, 2024

CITY: **THE CITY OF DECATUR, ILLINOIS**

a municipal corporation

By:_____

Name:_____

Title:_____

Date of Execution:_____, 2024

EXHIBITS

Exhibit A: Site Plans (to be submitted upon approval of RDA)

Exhibit B: Billboard Renderings

DECATUR, IL

1910 Mt. Zion Rd





Read: Left Hand
Type: Digital
Impressions: 74,900/week
County: Macon
GPS: 39.819865, -88.877983

Size:
12 x 24

ROBINSON OUTDOOR

573.768.8100 | info@robinsonoutdoorllc.com | robinsonoutdoorllc.com

DECATUR, IL

1910 Mt. Zion Rd





Size:
12 x 24

Read: Right Hand
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ROBINSON OUTDOOR

DATE: 1/8/2024

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign - 1321 N. Oakland

ATTACHMENTS:

Description	Type
Resolution-1321 N. Oakland	Resolution Letter
Agreement-1321 N. Oakland	Backup Material
Exhibit Location 2	Exhibit

RESOLUTION NO. R2024 _____

RESOLUTION AUTHORIZING A REDEVELOPMENT AGREEMENT WITH ROBINSON OUTDOOR ADVERTISING FOR OFF-PREMISE SIGN – 1321 N. Oakland

---

WHEREAS, the City has and does allow for Off Premise Signage (Billboards); and,

WHEREAS, the City sought to restrict the proliferation of Billboards, particularly in the Central Business District, while still accommodating some continued expansion as the City continues to grow geographically; and,

WHEREAS, City Plan Commission has heard and recommended the variance petition for this proposed location at 1321 N. Oakland Ave; and,

WHEREAS, City staff has negotiated a Redevelopment Agreement that minimizes the impact of this proposal to the respective areas and finds the proposed signage to not have a detrimental impact to the City.

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

Section 1. That the requested variances presented to the Council contained within the attached Redevelopment Agreement along with Exhibits, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager is hereby authorized and directed to sign and execute the attached Redevelopment Agreement with Robinson Outdoor Advertising on behalf of the City.

PRESENTED AND ADOPTED this 16th day of January, 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

DEVELOPMENT AGREEMENT
(Decatur, IL– Billboards)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the Effective Date (being the last date of execution by the parties), by and between **ROBINSON OUTDOOR, LLC.**, a Missouri limited liability company ("Developer"), and the **CITY OF DECATUR, ILLINOIS** a municipal corporation (the "City").

RECITALS

A. **WHEREAS,** Developer represents that it has an equitable and/or legal interest the parcel of real property at the intersection of Illinois Route 48 and North Oakland Ave in Macon County, Decatur, Illinois and having an assessor's parcel ID number (PIN) 04-12-09-285-001 (the "Route 48 Property") as shown in Exhibit A Site Plans, upon which Developer intends to develop and operate a digital off-premise sign (billboard) as shown in Exhibit B Billboard Renderings attached hereto (the "Route 48 Billboard"); and

B. **WHEREAS,** Developer intends to convey the entire Route 48 Property to the City while maintaining a perpetual easement to gain access for maintenance of the Route 48 Billboard; and

C. **WHEREAS,** in conjunction with the development of the Route 48, the City has agreed that it will allow for certain variances from the City's Zoning Ordinance described in Section 2 Variances; and

D. **WHEREAS,** the Plan Commission of the City, being a commission duly designated by the Corporate Authorities for such purpose has, on December 7, 2023, held a public hearing on the proposed variances described in Section 2; and

E. **WHEREAS**, due notice of said public hearing with respect to the proposed Variances was given and published in the manner required by law, and said public hearing was held in all respects in a manner conforming to law; and

F. **WHEREAS**, in conjunction with the development of the Route 48 Billboard, the Developer has agreed that it will provide certain Public Benefits to the City of Decatur described in Section 3 Public Benefits; and

G. **WHEREAS,** the parties desire to execute and deliver this Agreement to further evidence the terms, conditions, and agreements between the parties with respect to the transactions referenced above.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. BILLBOARD DEVELOPMENT PLANS.

1.1 **Route 48 Billboard.** Developer intends to construct a 12-foot by 24-foot three sided digital off-premise sign (billboard) as shown in Exhibit B Billboard Renderings.

1.2 **City Permits.** Developer shall apply for all applicable City building permits for each billboard and shall not commence construction until the applicable building permits are issued by the City's Building Inspection Division.

1.3 **State Permits.** Developer shall apply for all applicable State permits for each billboard and shall not commence construction until the applicable building permits are approved and provided to the City.

1.4 **Electronic Message Unit Sign Usage.** Developer shall operate each billboard in accordance with the requirements of Paragraphs XXVI.F.9.g, XXVI.F.9.h and XXVI.F.9.i in the City's Zoning Ordinance, listed below:

1.4.1 Off-premise electronic message unit signs located in all permitted zoning districts shall be static, constant and steady in nature. Off-premise electronic message unit signs shall not scroll or travel, flash, grow, melt, x-ray, up or down, bounce, inverse, roll, twinkle, snow or present pictorials or other animation. Displayed messages shall not change at a rate greater than one (1) message per every ten (10) seconds.

1.4.2 Off-premise electronic message unit signs shall adjust brightness in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public and the comfort of the neighboring residential uses. The spillover at any property line shall not exceed 0.5 foot-candles.

1.4.3 All off-premise electronic message unit signs must be connected to the Emergency Communications Systems which may override any display at any time.

2. VARIANCES.

2.1. Route 48 Billboard.

2.1.1. Developer is requesting a variance from Section XXVI.F.9.k of the City's Zoning Ordinance to allow the billboard to be placed in between Pershing Rd and the Sangamon River on IL Route 48.

2.1.2. Developer is requesting a variance from Section XXVI.F.9.a of the City's Zoning Ordinance to allow for a three-sided billboard, due to the unique aspect of this particular location making three-sided sign more appropriate. The Zoning Ordinance only allows for one or two -sided billboards.

2.1.3. Developer is requesting a variance from Section XXVI.B.10 of the City's Zoning Ordinance to allow the billboard to be placed in a right-of-way, boulevard or other publicly-owned space. Developer intends to convey the Route 48 Property to the City while maintaining a perpetual easement to gain access for maintenance of the Route 48 Billboard. Proof of liability insurance and indemnification of the City for

placement of this billboard on publicly-owned property is shown on Exhibit D.

3. PUBLIC BENEFITS.

3.1.1. Developer shall convey the Route 48 Property to the City after the billboard is constructed and all Sign Permit inspections are completed and approved. The Warranty Deed conveying the property to the City and the perpetual easement granting the Developer maintenance access for the billboard to be recorded after the sign permit inspections are completed and approved are shown in Exhibit C. The City shall reserve the right to not accept the property based on the environmental reports of the property. Should the City not accept the property, the City shall still have the right to utilize the property as a publicly-owned space, at no cost to the City.

3.1.2. The City will receive $15,000 for this agreement which is intended to be used in this neighborhood to offset the impact of this new sign. The payment shall be provided within 30 days of the approval of this agreement.

3.1.3. The City will have the right to display any public service announcement within a reasonably requested timeframe on any Robinson Outdoor Digital Billboard. Additionally, the City shall receive free advertising on any vacancies with Robinson Outdoor Digital Billboards in Decatur and the surrounding area as long as this billboard is in operation.

4. DEFAULT AND REMEDIES.

4.1. General Default by a Party. Except as otherwise provided in this Agreement, if a party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of notice thereof from the other party (unless such cure is not reasonably possible within such 30-day period and the breaching party has commenced and is pursuing with reasonable diligence such cure), the non-defaulting party may institute legal action against the defaulting party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive. In addition to any and all other declarations of default contained elsewhere in this contract, events of default shall include but not be limited to the following:

4.2. Misrepresentation. If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

4.3. Breach. Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.

5. NOTICE. All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) electronic mail (e-mail) transmission, to the addresses set forth below (unless changed in accordance herewith). Notice will be deemed received on the earlier of (a) actual receipt

(b) three (3) business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if provided by e-mail, on the same day, if delivered on a business day during business hours, and on the following business day if otherwise, provided that the sender does not receive any notice of failure of delivery (i.e., an automatic response).

To Developer:	**To City:**
Robinson Outdoor, LLC	City of Decatur
Attn: Delbert Riehn	Attn: City Manager
50 Robinson Industrial Drive	1 Gary K. Anderson Plaza
Perryville, MO 63775	Decatur, Illinois 62523

6. **INDEMNITY.** To the fullest extent allowed by applicable law, each party (the "Indemnifying Party") hereto hereby agrees to indemnify, defend and hold the other party, its affiliates and their respective, managers, members, officers, directors, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) ("Claims") arising from or in relation to the gross negligence or willful misconduct of the Indemnifying Party (or any person acting at its direction or on its behalf), except to the extent such Claims are a result of the action, inaction, gross negligence or willful misconduct of any of the Indemnified Parties. The obligations of this Section 5 shall survive the expiration, termination or completion of this Agreement.

7. **REPRESENTATION AND WARRANTIES.**

7.1. **Of the Developer.** Developer represents and warrants that (i) Developer is a Missouri limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri (ii) Developer has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to do so and by such execution, binds Developer under this Agreement.

7.2. **Of the City.** The City represents and warrants that (i) the City is a validly existing municipal corporation; (ii) the City has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of the City is duly authorized and empowered to do so and by such execution, binds the City under this Agreement.

8. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against either party, but shall be construed as if jointly prepared by the parties, it being understood and agreed that each party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto. If any provisions of this Agreement shall be held to be void or

unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the parties or their respective successors and assigns. This Agreement may only be assigned by either party upon the prior written consent of the other party. This Agreement shall be governed by, interpreted and enforced, in accordance with the internal laws of the State of Illinois without regard to its choice of law principles. The Circuit Court of Macon County, Illinois shall be the sole venue for any lawsuit arising out of a dispute involving this agreement. This Agreement may be executed by facsimile, electronic or original signature of the parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument. The terms and provisions of this Section 8 shall survive the expiration, termination or completion of this Agreement.

9. **NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED.** Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of the partnership, agency, or joint venture between or among such parties.

10. **ADDITIONAL REQUIREMENTS.** Both the City and Developer shall be required to execute and deliver such additional documents as may be reasonably be required to carry out the intent of this agreement.

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

DEVELOPER:

ROBINSON OUTDOOR, LLC.,

A Missouri limited liability company

By:_____

Name:_____

Title:_____

Date of Execution:_____, 2024

CITY: **THE CITY OF DECATUR, ILLINOIS**

a municipal corporation

By:_____

Name:_____

Title:_____

Date of Execution:_____, 2024

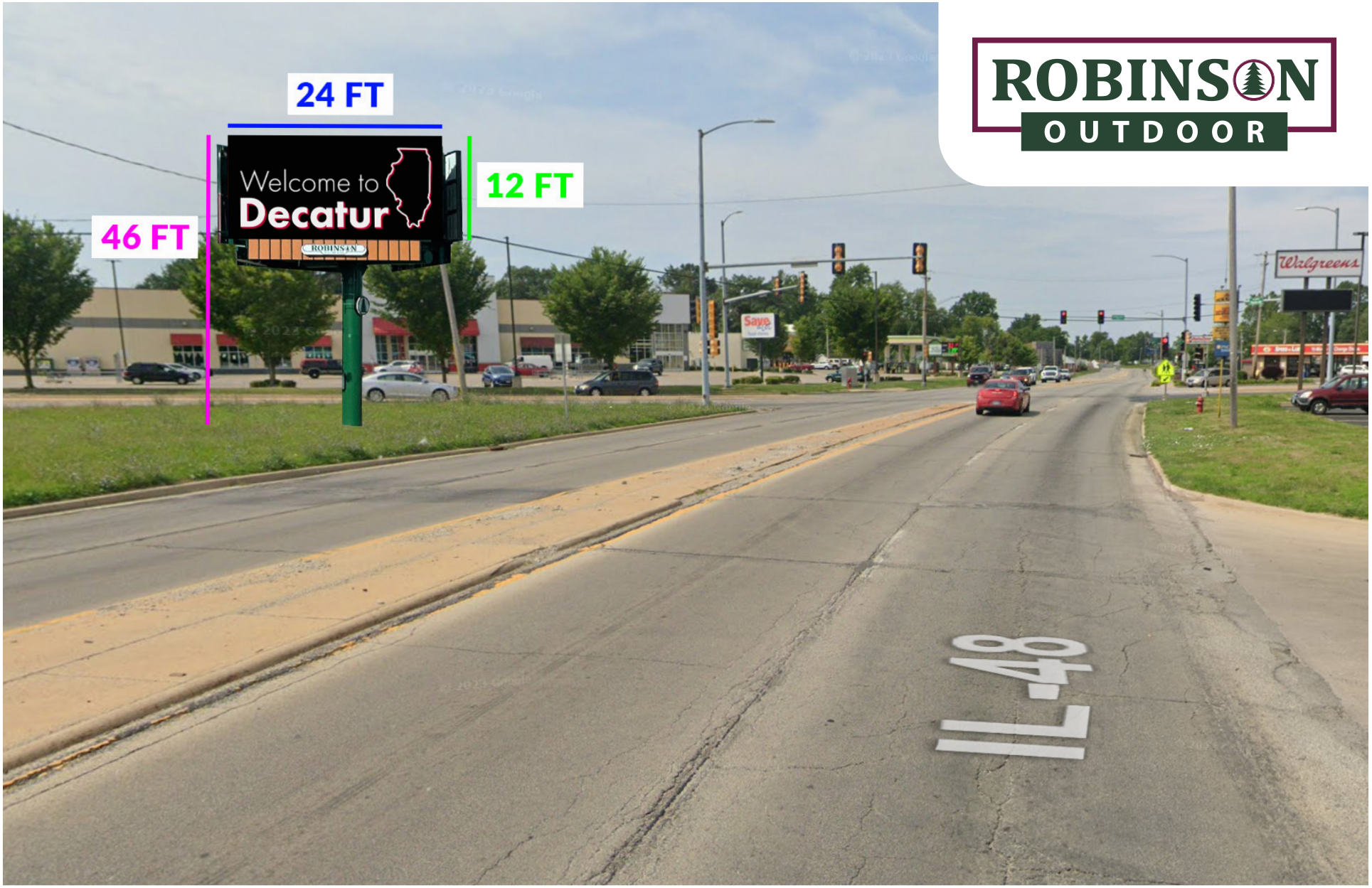
EXHIBITS

Exhibit A: Site Plans (to be submitted upon approval of RDA)

Exhibit B: Billboard Renderings

Exhibit C: Route 48 Property Warranty Deed and Perpetual Easement (to be submitted upon approval of RDA)

Exhibit D: Developer's proof of liability insurance and indemnification of the City (to be submitted upon approval of RDA)



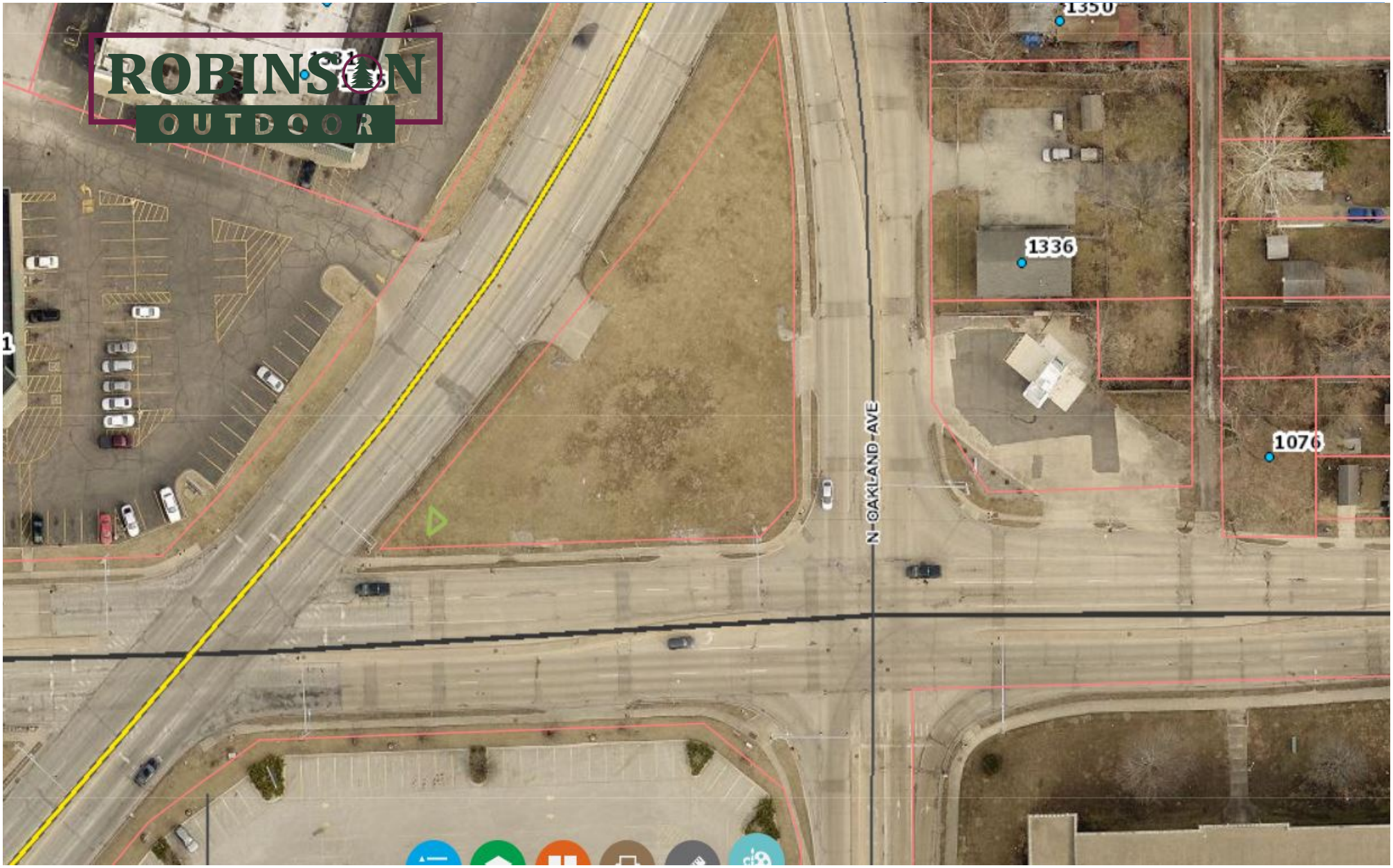
ROBINSON OUTDOOR

DECATUR

ROBINSON OUTDOOR



DECATUR



DECATUR

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Backup Data	Backup Material
Cover Memo	Cover Memo



Fiscal Period Ending ***Dec-23***

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 **Month of: Dec-23**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	General Fund									
10	GENERAL FUND	25,599,010.93	5,676,891.50	7,568,271.90	(343,779.82)		23,363,850.71		23,363,850.71	0.00
	Special Revenue Funds									
14	PAYROLL FUND	51,412.00	0.00	0.00	0.00		51,412.00		51,412.00	
16	COMMUNITY GRANT FUND	(1,256.39)	0.00	302.01	2,000.00		441.60		441.60	
17	HOME FUND	203,718.05	45,584.04	45,154.94	0.00		204,147.15		204,147.15	
18	CDBG FUND	16,899.30	509,180.39	509,019.16	0.00		17,060.53		17,060.53	
22	DUATS FUND	72,751.99	77.43	1,898.60	0.00		70,930.82		70,930.82	
25	STATE DRUG ENFORCEMENT	423,052.85	32,387.63	13,625.87	0.00		441,814.61		441,814.61	
26	DUI FINES AND FEES FUND	214,903.38	5,321.75	57,180.06	0.00		163,045.07		163,045.07	
27	POLICE LAB & PROGRAMS	187,512.12	254.17	0.00	0.00		187,766.29		187,766.29	
30	FEDERAL DRUG ENFORCEMENT	392,641.18	239.43	3,534.00	0.00		389,346.61		389,346.61	
34	BUILDING FUND	725,386.58	52,250.28	120,369.88	0.00		657,266.98		657,266.98	
35	LIBRARY FUND	2,270,684.56	97,329.69	566,478.62	0.00		1,801,535.63		1,801,535.63	
36	MUNICIPAL BAND FUND	77,562.07	1,125.01	216.00	0.00		78,471.08		78,471.08	
37	FOREIGN FIRE INSURANCE FUND	290,249.86	499.98	29,231.39	0.00		261,518.45		261,518.45	
42	LOCAL STREETS & ROADS	1,764,056.82	147,365.85	156,614.26	0.00		1,754,808.41		1,754,808.41	
46	MOTOR FUEL TAX FUND	5,667,927.99	307,386.25	109,676.53	0.00		5,865,637.71		5,865,637.71	
58	LIBRARY CAPITAL	668,844.15	200,982.88	0.00	0.00		869,827.03		869,827.03	
59	LIBRARY TRUST FUNDS	73,813.23	43.70	4,948.94	0.00		68,907.99		68,907.99	
82	DCDF FUND	171,011.39	1,672.98	10.86	0.00		172,673.51		172,673.51	
84	COMMUNITY REVITALIZATION	5,074,324.48	9,448.20	428,746.71	0.00		4,655,025.97		4,655,025.97	
85	GRANT FUND	309,681.09	110.44	258,766.58	0.00		51,024.95		51,024.95	
	Total Special Revenue Funds	18,655,176.70	1,411,260.10	2,305,774.41	2,000.00	0.00	17,711,250.39	0.00	17,762,662.39	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	337,153.07	386.77	0.00	0.00		337,539.84		337,539.84	
21	WABASH CROSSING TIF	1,590,082.11	2,050.95	264,237.48	0.00		1,327,895.58		1,327,895.58	
23	EASTGATE TIF FUND	237,986.73	19,063.56	0.00	0.00		257,050.29		257,050.29	
24	SOUTHSIDE TIF FUND	228,330.72	282.26	0.00	0.00		228,612.98		228,612.98	
28	PINES SHOPPING CENTER TIF	110,528.67	3,231.95	0.00	0.00		113,760.62		113,760.62	
29	GRAND & OAKLAND TIF	245,112.77	6,126.57	0.00	0.00		251,239.34		251,239.34	
	Total TIF & Redevelpmnt Funds	2,749,194.07	31,142.06	264,237.48	0.00	0.00	2,516,098.65	0.00	2,516,098.65	0.00
	Capital Funds									
40	PEG CAPITAL FUND	64,291.12	85.28	2,768.45	0.00		61,607.95		61,607.95	
44	2018 PROJECT FUND	(182,010.89)	0.00	0.00	185,000.00		2,989.11	0.00	2,989.11	
45	CAPITAL PROJECT FUND	2,905,523.74	2,002,782.50	19,533.75	0.00		4,888,772.49		4,888,772.49	(481,816.00)
61	EQUIPMENT REPLACEMENT	1,852,430.27	2,011.90	118,765.33	0.00		1,735,676.84		1,735,676.84	
99	AMERICAN RESCUE PLAN	1,639,732.81	0.00	27,921.10	0.00		1,611,811.71		1,611,811.71	
	Total Capital Funds	6,279,967.05	2,004,879.68	168,988.63	185,000.00	0.00	8,300,858.10	0.00	8,300,858.10	(481,816.00)

City of Decatur **Month of: Dec-23**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	Debt Fund									
50	DEBT FUND	1,250,024.19	18,920.71	0.00	0.00		1,268,944.90		1,268,944.90	0.00
	Internal Service Funds									
60	FLEET MAINTENANCE	960,557.06	265,458.54	287,970.12	0.00		938,045.48		938,045.48	
64	RISK MANAGEMENT	3,982,477.92	343,082.19	31,148.00	0.00		4,294,412.11		4,294,412.11	
65	INSURANCE FUND	(155,981.92)	1,434,184.11	1,163,900.52	0.00		114,301.67		114,301.67	
	Total Internal Service Funds	4,787,053.06	2,042,724.84	1,483,018.64	0.00	0.00	5,346,759.26	0.00	5,346,759.26	0.00
	Enterprise Funds									
70	TRANSIT	180,118.74	531,125.94	847,203.58	145,832.80		9,873.90		9,873.90	
77	FIBER OPTICS	838,024.98	6,728.38	10,323.76	0.00		834,429.60		834,429.60	
78	STORM WATER	3,198,552.91	122,756.14	354,830.55	0.00		2,966,478.50		2,966,478.50	
79	SEWER FUND	14,343,212.35	641,921.62	1,632,716.14	0.00		13,352,417.83		13,352,417.83	
80	WATER FUND	6,619,765.13	2,634,278.73	1,752,217.03	(39,609.66)		7,462,217.17		7,462,217.17	
81	WATER CAPITAL	982,854.41	16,884.34	490,728.00	0.00		509,010.75		509,010.75	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	156,399.61	58,822.13	72,284.63	0.00		142,937.11		142,937.11	
89	2022 BOND FUND	23,948,967.48	11,503.34	57,996.93	0.00		3,326,854.35	20,575,619.54	23,902,473.89	
	Total Enterprise Funds	62,767,895.61	4,024,020.62	5,218,300.62	106,223.14	0.00	41,104,219.21	20,575,619.54	61,679,838.75	481,816.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	4,519,426.14	171,394.62	799,120.30	0.00		3,891,700.46		3,891,700.46	
90	FIRE PENSION INVESTMENTS	83,456,933.04	6,303,131.33	2,492.73	0.00			89,757,571.64	89,757,571.64	
	TOTAL FIRE PENSION	87,976,359.18	6,474,525.95	801,613.03	0.00	0.00	3,891,700.46	89,757,571.64	93,649,272.10	
91	POLICE PENSION FUND CASH	8,558,279.07	193,995.89	935,992.39	0.00		7,816,282.57		7,816,282.57	
91	POLICE PENSION INVESTMENTS	112,942,119.47	7,450,383.54	4,297.59	0.00			120,388,205.42	120,388,205.42	
	TOTAL FIRE PENSION	121,500,398.54	7,644,379.43	940,289.98	0.00	0.00	7,816,282.57	120,388,205.42	128,204,487.99	
	Total Trust & Agency Funds	209,476,757.72	14,118,905.38	1,741,903.01	0.00	0.00	11,707,983.03		221,853,760.09	0.00
	Total City Funds	331,565,079.33	29,328,744.89	18,750,494.69	(50,556.68)	0.00	111,319,964.25	20,575,619.54	342,092,772.85	
Memorandum Items										
	Pooled Cash Investments							53,596,453.19	53,596,453.19	
	City Funds ex Trust & Agency	122,088,321.61	15,209,839.51	17,008,591.68	(50,556.68)	0.00	99,611,981.22	74,172,072.73	120,239,012.76	0.00

City of Decatur **Period Ending: Dec-23**

City Treasurer's Financial Report

Grant Tracking Schedule

Grant ID	Div	Grant Name	Expiration	State	Federal	In Budget	Status	Grant Amount	
	Executive/Police	COMMUNITY VIOLENCE PREVENTION (TURNER)	6-30-24	X			ACTIVE	1,000,000	
	Executive	DCEO 23-203058	7-31-24	x			ACTIVE	3,000,000	
	Executive	DCEO 23-203059	7-31-24	x			ACTIVE	3,000,000	
74	017 Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	9-30-23	X			ACTIVE	800,000	
C2016	054 Neighborhood Revitalization	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-21-2023		X		ACTIVE	1,268,061	
C2017	054 Neighborhood Revitalization	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2024		X		ACTIVE	1,262,151	
C2018	054 Neighborhood Revitalization	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2025		X		ACTIVE	1,378,744	
C2019	054 Neighborhood Revitalization	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2026		X		ACTIVE	1,411,581	
C2020	054 Neighborhood Revitalization	B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2027		X		ACTIVE	1,417,995	
C2021	054 Neighborhood Revitalization	B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2028		X		ACTIVE	1,420,946	
C2022	054 Neighborhood Revitalization	B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2029		X		ACTIVE	1,374,790	
C2023	054 Neighborhood Revitalization	B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2030		X		ACTIVE	1,319,714	
C2023	054 Neighborhood Revitalization	FR-6700-N-98 PRO HOUSING	9-1-2029		X		SUBMITTED	9,987,032	
CCV19	054 Neighborhood Revitalization	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION	9-21-2026		X		ACTIVE	834,287	
H2016	054 Neighborhood Revitalization	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2024		X		ACTIVE	327,118	
H2017	054 Neighborhood Revitalization	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2025		X		ACTIVE	330,899	
H2018	054 Neighborhood Revitalization	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP	9-1-2026		X		ACTIVE	444,741	
H2019	054 Neighborhood Revitalization	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2027		X		ACTIVE	425,163	
H2020	054 Neighborhood Revitalization	M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2028		X		ACTIVE	431,353	
H2021	054 Neighborhood Revitalization	M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2029		X		ACTIVE	413,549	
H2022	054 Neighborhood Revitalization	M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2030		X		ACTIVE	497,298	
H2023	054 Neighborhood Revitalization	M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2031		X		ACTIVE	466,119	
HOME-ARI	054 Neighborhood Revitalization	M-21-MP-17-0203 HOME - American Rescue Plan	9-30-2030		X		ACTIVE	1,497,384	
SCP	054 Neighborhood Revitalization	STRONG COMMUNITIES PROGRAM	9-19-2023	X			ACTIVE	$125,000	** Grant expired, but we have reimbursement coming
HRAP	054 Neighborhood Revitalization	HOME REPAIR & ACCESSIBILITY PROGRAM	9-30-2030	X			ACTIVE	$400,000	
	065 Police	HS-22-0071 IDOT STEP			X		ACTIVE		
	065 Police	2021 BVP	1-31-24		X		ACTIVE		
	065 Police	2023 BVP			X		SUBMITTED		
	065 Police	2020-DJ-BX-0871	9-30-23		X		ACTIVE	29,430	
	065 Police	48SEMD0540JJ03478:0MDJ|			X		ACTIVE	34,099	
	065 Police	48SEMD0550JJ03588;0MDJ|			X		ACTIVE	36,081	
	065 Police	ILETSB RECRUITMENT AND RETENTION GRANT					ACTIVE	100,000	
09334	082 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X			ACTIVE	2,006,014	
09335	082 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X		ACTIVE	44,000,000	
09336	082 Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEC	2025	X			ACTIVE	19,950,000	
1406	082 Public Works	15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY)		X			ACTIVE	250,000	
1706	082 Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES			X		ACTIVE	2,000,000	
1805	082 Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH	2023		X		ACTIVE	800,000	
	082 Public Works	FRA CRISI			X		ACTIVE	2,000,000	
	082 Public Works	FRA CRE			X		ACTIVE	16,000,000	
	082 Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION		X			ACTIVE	1,500,000	
	082 Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025	X			ACTIVE	6,000,000	
L2020	350 Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT		X			ACTIVE	104,020	
61	350 Library	20-3031-PNG PROJECT NEXT GENERATION			X		ACTIVE	14,900	
	700 Mass Transit	CAP-22-1176-ILL	4/1/2028	x			ACTIVE	1,000,000	
	700 Mass Transit	CAP-22-1221-ILL	4/1/2028	x			ACTIVE	2,760,000	
	700 Mass Transit	CAP-23-XXXXXX		x			ACTIVE	3,750,000	
	700 Mass Transit	CAP-23-XXXXXX		x			ACTIVE	290,000	
	700 Mass Transit	CAP-23-XXXXXX			X		ACTIVE	1,850,000	
	700 Mass Transit	TS-18-317		X	x		ACTIVE	135,856	108685 fed; 27171 state
S21	700 Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	6-30-24	X			ACTIVE	13,379,000	
	700 Mass Transit	494-00-1439	2-1-24	X			ACTIVE	240,000	
SC20	700 Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12-31-25		X		ACTIVE	1,140,000	
	700 Mass Transit	2022 CVP Application					SUBMITTED		
	700 Mass Transit	Metro Planning Application					SUBMITTED		
	700 Mass Transit	IL-2020-010-01	3/30/2025		X		ACTIVE	412,270	
	700 Mass Transit	IL-2020-020-00	3/30/2027		X		ACTIVE	6,168,433	
	700 Mass Transit	IL-2022-011-00	9/30/2025		X		ACTIVE	291,000	
	700 Mass Transit	IL-2022-015-02	3/30/2027		X		ACTIVE	5,734,880	
	700 Mass Transit	IL-2022-028-01	3/30/2028				ACTIVE	3,374,140	
	700 Mass Transit	FTA FY2022 Low-No					ACTIVE	16,800,000	
	700 Mass Transit	Safe Streets 4 All Application			X		ACTIVE	240,000	
	700 Mass Transit	Thriving Communities	3/30/2025		X		ACTIVE		
	700 Mass Transit	THUD Application			X		SUBMITTED		

Bold print indicates information updated from previous month's report

Total *187,224,048*

Active *177,237,016*

City of Decatur **Month of : December 2023**

Treasurer's Investment Report

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received	CP Accruel Balance
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	1.700%	-	-	-	-	13,687.50	23,866.07	
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	4.340%	-			-			
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	-	-	-	-	2,866.85	2,866.85	
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	4.650%	-			-			
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	-	-	-	-	20,417.59	31,542.59	0.00
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	-			-			
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.510%	-			-			
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	5,067,246.09	5,135,340.00	6,562.50	8,731.71	14,356.71	609.63
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00			-			
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	1,250,000.00						
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.320%	1,250,000.00						
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	4,460,429.69	4,468,118.00	-	5,510.87	8,510.87	6,515.62
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	5.400%	3,000,000.00						
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	3,371,503.91	3,389,540.00	-	5,747.29	9,497.29	3,894.24
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00		-	-			
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	5.510%	1,250,000.00						
US Treasury Bill Zero	Apr-Oct	04/27/23	0.37400%	4.020%	-	-	-	-	4,660.24	4,660.24	
US Treasury Bond	May - Nov	05/31/23	0.12500%	4.640%	-	-	-	-	291.89	291.89	
US Treasury Bond	Jun-Dec	06/30/23	0.12500%	4.650%	-	-	-	-	423.00	423.00	
US Treasury Bond	Jan-July	07/15/23	0.12500%	4.590%	-	-	-	-	487.74	487.74	
US Treasury Bond	Mar - Sep	09/30/23	0.25000%	4.620%	-	-	-	-	1,622.61	1,622.61	
US Treasury Bond	Apr-Oct	10/15/23	0.12500%	4.640%	-	-	-	-	875.69	875.69	
US Treasury Bill Zero	Jun-Dec	12/07/23	0.01280%	5.450%	-	-	-	6,390.85	6,390.85	6,390.85	0.00
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	1,250,000.00	1,228,857.42	1,250,000.00	-	7,613.94	7,613.94	0.00
US Treasury Bill Zero	Jan-July	01/09/24	0.01790%	5.530%	505,000.00	496,130.15	496,130.15				8,354.75
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	1,250,000.00	1,207,275.39	1,247,700.00	-	487.74	487.74	721.81
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	1,202,880.86	1,242,237.50	-	621.55	621.55	590.19
US Treasury Bill Zero	Mar - Sep	03/07/24	0.02670%	5.490%	1,025,000.00	998,328.01	998,328.01				17,036.99
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,237,550.00	-	1,486.09	1,486.09	927.20
US Treasury Bill Zero	Mar - Sep	03/28/24	1.32000%	5.380%	2,000,000.00	1,973,902.00	1,973,902.00				1,278.00
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,236,912.50	-	15,055.25	15,055.25	4,258.24
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	1,250,000.00	1,192,431.64	1,227,537.50	-	1,426.63	1,426.63	403.50
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,236,037.50	-	21,462.91	21,462.91	218.58
US Treasury Bill Zero	Jun-Dec	06/27/24	2.60000%	5.260%	4,000,000.00	3,898,499.22	3,898,499.22				2,300.78
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,219,037.50	-	1,463.21	1,463.21	2,165.43
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,219,387.50	-	6,793.49	6,793.49	5,279.88
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,208,987.50	-	4,378.43	4,378.43	1,664.96
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	5,481,515.62	5,524,854.00	(1,751.89)	4,282.30	4,282.30	5,544.15
US Treasury Bond	May - Nov	11/15/24	0.75000%	5.160%	4,475,000.00						
US Treasury Bond	May - Nov	11/30/24	1.50000%	5.180%	505,000.00	487,640.63	489,809.60	(227.66)	(227.66)	(227.66)	662.30
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	6,011,083.99	6,027,125.00	4,337.43	7,187.70	7,187.70	2,903.00
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	4.860%	5,000,000.00						
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	1,190,087.89	1,204,125.00	-	4,389.67	4,389.67	6,496.26
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,206,300.00	-	7,458.56	7,458.56	7,082.20
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,207,862.50	-	10,402.51	10,402.51	6,490.39
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,735,246.50	-	4,562.50	4,562.50	2,318.64
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,182,912.50	-	2,369.65	2,369.65	798.43
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	941,760.00	-	1,401.10	1,401.10	2,732.24
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	5.090%	1,250,000.00	1,138,867.19	1,164,062.50	-	(145.15)	(145.15)	794.06
Federated US Treasury Cash Reserves		Liquid			775,779.34	775,779.34	916,562.58	49,481.67	391,412.82		48,741.77
Total Investment(s)					55,710,779.34	53,596,453.19	54,285,865.06	64,792.90	565,597.07	207,862.82	140,783.24

Journal Entry

Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	0.00	(2,080.15)	(10,036.66)	(10,082.38)	(10,599.22)	-	(32,798.41)
Gain/Loss from sale of bond	0.00	5,494.14	25,585.94	97,294.92	134,152.33	-	262,527.33
Interest (Income)	64,792.90	(28,184.65)	184,010.51	187,272.94	222,498.27	-	565,597.07
	64,792.90	(24,770.66)	199,559.79	274,485.48	346,051.38	-	795,325.99

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received	CP Accruel Balance
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00	
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	-	15,000.00	16,875.00	
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	-	-	-	-	1,250.00	1,612.02	
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	-	-	-	-	2,500.00	3,428.96	
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	-	-	-	-	32,911.67	32,911.67	
United States Treasury Bill Zero 25 May 2023	May-Nov	5/25/2023	2.260%	4.650%	-	-	-	-	39,776.00	39,776.00	
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	-	-	-	-	1,250.00	2,028.69	
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%	-	-	-	-	1,250.00	985.05	
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	-	-	-	-	47,208.61	47,045.57	
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	-	-	-	-	2,500.00	2,500.00	
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2023	2.466%	5.090%	-	-	-	-	48,134.17	48,134.17	
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	3,100,000.00	-	23,250.00	11,949.05	0.00
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00			-			
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,980,080.00	-	2,282.61	2,282.61	1,483.60
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	2,000,000.00	3,353,867.19	3,451,875.00	-	6,301.22	6,301.22	1,226.64
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	1,500,000.00			-			
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.210%	1,800,000.00	3,624,500.01	3,731,714.00	-	4,398.10	4,398.10	2,797.20
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.250%	2,000,000.00			-			
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	2,000,000.00	3,815,000.00	3,912,640.00	5,000.00	4,330.60	4,330.60	464.40
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.330%	2,000,000.00			-			
United States Treasury Note/Bond .375% 15 July 2024	Jan-Jul	7/15/2024	0.375%	5.340%	2,000,000.00	1,906,093.75	1,950,460.00	-	(122.28)	(122.28)	3,464.60
United States Treasury Note/Bond 2.375% 15 Aug 2024	Feb-Aug	8/15/2024	2.375%	5.360%	2,000,000.00	1,943,906.25	1,967,340.00	-	(1,161.68)	(1,161.68)	17,941.60
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					1,030,560.93	1,030,560.93	1,062,535.35	4,448.97	32,540.96		4,596.38
Total Investment(s)					21,430,560.93	20,575,619.54	21,156,644.35	9,448.97	290,044.98	249,719.75	31,974.42
GRAND TOTALS:					77,141,340.27	74,172,072.73	75,442,509.41	74,241.87	855,642.05	457,582.57	172,757.66

Journal Entry

Water Capital Bond	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	0.00	(4,032.05)	(4,080.61)	(4,119.40)	(4,166.88)	-	(16,398.94)
Gain/Loss from sale of bond	0.00	54,531.25	142,343.74	57,187.50	-	-	254,062.49
Interest (Income)	9,448.97	59,145.04	93,676.63	107,532.58	29,690.73	-	290,044.98
	9,448.97	109,644.24	231,939.76	160,600.68	25,523.85	-	527,708.53

City of Decatur home ***Month of:*** ***Dec-23***

Water Bond Issue - 2022 Bond Fund 89

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 citys 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 claifier 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 Insuance Costs				378,149									
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
				-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Total**
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335	17,548	60,167	54,338	9,332	13,431	11,567	11,503	322,542
Gain/Loss on Investments	-	-	54,531	38,906	49,141	54,297	57,188	-	-	-	-	-	254,062
Expenditures													
Transfer out of old proceeds	-	-	-	-	-	-	-			-	-	-	-
Bond Insuance Costs	-	-	-	-	-	-	-			-	-	-	-
Misc.	-	-	-	-	-	-	12,232	-	-	4,167	-	-	16,399
Water/Sewer improvements	55,798	-	367,487	1,200	209,137	143,000	131,990	131,686	244,444	246,784	21,484	57,997	1,611,008
													-
Total Expenditures	55,798	-	367,487	1,200	209,137	143,000	144,222	131,686	244,444	250,951	21,484	57,997	1,627,407
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	23,902,474	

City of Decatur home **Month of:** Dec-23

Fire Station New Construction - Status of 2018 Project Fund 44

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

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

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	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	19,000			
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	419,111	2,170,248		2,170,248		
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500			500	
Total Expenditures	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,765	1,047	438,111	2,189,748	19,000	2,170,248	500	2,189,748
Ending cash available	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	6,343,397					

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	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	262,892			
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-		102	10,209	-	-	-	421,289		421,289		
Fire Station 7	-	-		100	-	-		500	655	-	-	79,785	81,040			81,040	
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222	262,892	421,289	81,040	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865					

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	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	2,760,740			
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136		140,136		
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	53,581	318,237			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	2,760,740	140,136	318,237	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					

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	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							
Fire Station 3	-	-	233	-	38,746	142,384		(543)			4,095		184,914	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			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	184,914	-	2,313,438	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		3,235,736	3,056,430	2,713,518	9,005,684

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	571,289	571,698	230,775	230,933	223,664	216,304	(165,312)	(176,974)	(177,324)	(182,011)	(182,011)	(182,011)					
Revenues																	
Investment Income	410	299	158	95	1,398	-	-	-	-	-	-	-	2,359				
Gain/Loss from investment	-	-	-	-	-	-	-	-	-	-	-	-	-				
Transfer from Other Funds	-	-	-	-	-	-	-	-	-	-	-	-	-				
Misc. Income	-	-	-	-	-	-	-	-	-	-	-	185,000					
Expenditures																	
No project code	-	-	-	-	1,305	3,050	9,537	-	4,687	-	-	-					
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Fire Station 5	-	-	-	-	-	-	-	-	-	-	-	-	-		-		
Fire Station 7	-	341,222	-	7,364	7,453	378,566	2,125	350	-	-	-	-	737,080			737,080	
Total Expenditures	-	341,222	-	7,364	8,758	381,616	11,662	350	4,687	-	-	-	737,080	-	-	737,080	737,080
Ending cash available	571,698	230,775	230,933	223,664	216,304	(165,312)	(176,974)	(177,324)	(182,011)	(182,011)	(182,011)	2,989		3,235,736	3,056,430	3,450,597	9,742,764

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
note 5 FY2023 mi-year budget adjustment in June will transfer funds from ARP once final bills arrive to a maximum of $482,509

Reconciliation	*Bond proceeds*	*8,682,147*
	Interest income	*325,807*
	Gain/Loss	*(11,780)*
note 4	*Transfer from Other Funds*	*480,000*
	Total available for spend	*9,476,174*

		Fire 3	Fire 5	Fire 7	Total
	Construction cost	*gz approved*	*gz approved*	*gz approved*	
		3,231,642	*3,056,430*	*3,670,610*	*9,958,682*
		note 2	*note 1*	*note 3*	
	Total funds available for spend				*9,476,174*
	available funds	*3,231,642*	*3,056,430*	*3,188,102*	*9,476,174*
	yet to spend	*(4,094)*	*0*	*220,013*	*215,919*
	Funding issue	-	-	*482,509*	*482,509*

City of Decatur **Period Ending: Dec-23**

City Treasurer's Financial Report

General Fund Summary

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	6,479,130	6,309,981	6,002,627	5,803,605	7,066,238	5,834,342	12,711,098	6,539,192	6,427,839	10,193,908	6,727,034	5,676,892	85,771,886	
Budget Projection	6,173,274	5,863,228	6,962,302	5,960,707	7,922,048	5,902,173	12,340,959	6,973,136	9,287,820	7,629,052	6,269,201	5,813,102	87,097,000	87,437,000
Vs budget in month	305,856	446,753	(959,675)	(157,102)	(855,810)	(67,830)	370,140	(433,944)	(2,859,981)	2,564,856	457,833	(136,210)		
Vs budget to date	305,856	752,610	(207,065)	(364,167)	(1,219,977)	(1,287,808)	(917,668)	(1,351,612)	(4,211,593)	(1,646,737)	(1,188,904)	(1,325,114)	(1,325,114)	
EXPENSE														
Personnel Expense														
Actual	3,771,807	3,477,179	5,193,724	3,395,363	3,452,145	3,528,161	9,467,884	5,934,822	6,075,447	7,199,714	4,146,933	3,710,760	59,353,939	
Budget Projection	4,031,343	3,631,258	5,402,600	4,046,758	3,753,100	4,244,680	9,003,324	4,547,183	8,785,803	4,776,663	4,166,099	3,725,446	60,114,256	60,114,256
Vs budget in month	(259,536)	(154,080)	(208,876)	(651,395)	(300,955)	(716,519)	464,560	1,387,639	(2,710,356)	2,423,051	(19,165)	(14,685)		67%
Vs budget to date	(259,536)	(413,616)	(622,491)	(1,273,887)	(1,574,841)	(2,291,360)	(1,826,800)	(439,161)	(3,149,517)	(726,466)	(745,631)	(760,317)	(760,317)	of GF Expense
Operating Expense														
Actual	2,162,685	3,449,489	1,154,758	3,820,056	1,503,413	1,551,770	2,898,895	1,822,983	1,417,382	1,911,364	2,777,134	3,857,512	28,327,441	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733	1,789,081	2,199,909	8,432,310	1,624,411	1,329,165	1,889,182	2,457,881	1,587,661	28,747,744	29,437,744
Vs budget in month	(1,040,628)	2,327,038	56,113	1,806,323	(285,668)	(648,139)	(5,533,416)	198,572	88,216	22,182	319,253	2,269,850		33%
Vs budget to date	(1,040,628)	1,286,410	1,342,523	3,148,846	2,863,178	2,215,039	(3,318,377)	(3,119,805)	(3,031,589)	(3,009,407)	(2,690,154)	(420,303)	(420,303)	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	12,366,778	7,757,805	7,492,828	9,111,078	6,924,067	7,568,272	87,681,380	
Budget Projection	7,234,656	4,753,710	6,501,244	6,060,492	5,542,181	6,444,589	17,435,634	6,171,594	10,114,968	6,665,845	6,623,980	5,313,107	88,862,000	89,552,000
Vs budget in month	(1,300,164)	2,172,958	(152,762)	1,154,928	(586,622)	(1,364,658)	(5,068,856)	1,586,211	(2,622,140)	2,445,233	300,087	2,255,165		
Vs budget to date	(1,300,164)	872,794	720,031	1,874,959	1,288,337	(76,321)	(5,145,177)	(3,558,965)	(6,181,105)	(3,735,872)	(3,435,785)	(1,180,620)	(1,180,620)	
Surplus / (Deficit)														
Actual	544,638	(616,686)	(345,855)	(1,411,815)	2,110,679	754,411	344,320	(1,218,613)	(1,064,989)	1,082,830	(197,033)	(1,891,380)	(1,909,494)	
Budget Projection	(1,061,383)	1,109,519	461,058	(99,785)	2,379,867	(542,417)	(5,094,675)	801,542	(827,148)	963,207	(354,778)	499,995	(1,765,000)	(2,115,000)
Vs budget in month	1,606,021	(1,726,205)	(806,912)	(1,312,030)	(269,188)	1,296,828	5,438,995	(2,020,155)	(237,841)	119,623	157,746	(2,391,375)		
Vs budget to date	1,606,021	(120,184)	(927,097)	(2,239,127)	(2,508,315)	(1,211,487)	4,227,508	2,207,353	1,969,512	2,089,135	2,246,881	(144,494)	(144,494)	
Beginning Cash Balance	25,180,137	25,730,115	25,178,805	24,816,422	23,386,727	25,584,364	26,364,405	26,854,521	25,763,456	24,710,565	25,819,171	25,599,011		
Balance Sheet Adjustments	5,339	65,377	(16,529)	(17,880)	86,958	25,630	145,796	127,548	12,098	25,776	(23,127)	(343,780)		
Ending Cash Balance	25,730,115	25,178,805	24,816,422	23,386,727	25,584,364	26,364,405	26,854,521	25,763,456	24,710,565	25,819,171	25,599,011	23,363,851		

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

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

Period Ending: Dec-23

Div	Month of Fiscal Year / Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																
PROPERTY TAX TOTAL																
var	REAL ESTATE TAX-CIVIL CITY var						-	7,908,411	806,355	917,139	4,809,047	776,807	-	15,217,760	15,677,193	97%
var	REAL ESTATE TAX-TIF DISTRICTS var						-	739,834	106,943	30,682	617,652	426,949	-	1,922,059	1,841,409	104%
	OTHER TAXES TOTAL	-	-	-	-	-	-	8,648,245	913,298	947,821	5,426,700	1,203,756	-	17,139,819	17,518,602	98%
OTHER TAXES TOTAL																
var	LOCAL SALES TAX var	1,157,380	1,134,252	1,246,328	954,992	947,436	1,063,989	1,106,303	1,174,733	1,162,413	1,103,324	1,299,459	1,102,031	13,452,640	13,501,160	100%
var	STATE SALES TAX var	1,168,660	1,127,485	1,289,943	1,033,077	1,002,240	1,144,522	1,152,092	1,222,864	1,200,298	1,154,653	1,242,689	1,159,563	13,898,087	14,061,840	99%
	OTHER TAXES TOTAL	2,326,039	2,261,737	2,536,272	1,988,069	1,949,677	2,208,510	2,258,395	2,397,597	2,362,711	2,257,977	2,542,149	2,261,594	27,350,728	27,563,000	99%
	GENERAL FUND															
GENERAL GOV TAXES																
301103	PROPERTY TAX 10						-	6,002,307	612,006	696,088	3,649,959	589,579		11,549,938	11,940,000	97%
301106	MOBILE HOME PRIVELEGE TAX 10							-	-	-	-	-		-	14,000	0%
301201	STATE SALES TAX 10	1,155,830	1,114,655	1,277,113	1,020,247	989,410	1,131,692	1,139,262	1,210,034	1,187,468	1,141,823	1,229,859	1,146,693	13,744,087	13,914,000	99%
301202	TELEPHONE UTILITY TAX 10	100,718	101,222	121,496	107,186	89,187	93,766	89,855	94,549	91,316	91,984	114,953	97,923	1,194,155	1,183,000	101%
301203	FOOD & BEVERAGE TAX 10	349,168	310,308	314,152	344,283	356,811	348,084	362,797	361,840	356,626	336,711	343,975	335,562	4,120,318	3,997,000	103%
301204	HOTEL AND MOTEL TAX 10	71,531	89,816	74,851	111,415	78,123	114,607	112,386	124,206	159,762	142,033	116,698	102,974	1,298,403	1,152,000	113%
301205	LOCAL SALES TAX 10	1,142,635	1,119,507	1,231,583	940,247	932,691	1,049,244	1,091,558	1,159,988	1,147,668	1,088,579	1,269,969	1,087,226	13,260,895	13,334,000	99%
301206	AVIATION FUEL TAX 10	1,191	2,212	1,079	876	2,697	2,545	2,502	2,493	2,415	1,836	2,717	2,912	25,473	8,000	318%
301207	LOCAL USE TAX 10	253,475	267,197	323,206	226,274	208,488	257,890	215,778	213,410	160,202	225,763	214,136	237,674	2,803,492	3,020,000	93%
301208	AUTO RENTAL TAX 10	4,404	4,341	4,686	4,405	3,906	5,926	4,574	5,484	5,364	5,491	5,164	4,598	58,342	48,000	122%
301209	UTILITY TAX - ELECTRIC & GAS 10	494,772	511,814	459,507	411,867	357,677	307,264	273,044	277,163	319,748	310,248	291,359	339,785	4,354,248	5,337,000	82%
301210	VIDEO GAMING TAX 10	187,712	194,632	192,027	196,183	233,599	208,034	214,828	191,592	196,948	188,283	190,493	186,923	2,381,255	2,386,000	100%
301302	CABLE TV TAX 10	11,674	228,468	-	-	241,582	-	10,736	224,680	-	10,312	215,736	-	943,187	1,034,000	91%
	Sub Total	3,773,110	3,944,173	3,999,700	3,362,983	3,494,170	3,519,050	9,519,626	4,477,444	4,323,606	7,193,022	4,584,639	3,542,270	55,733,793	57,367,000	97%
GENERAL GOVERNMENT (INTERGOV)																
302102	LOCAL REPLACEMENT TAX 10	2,484	-	41,670	3,185	3,172	-	-	413	-	2,125	-	27,328	80,378	56,000	144%
302104	STATE REPLACEMENT TAX 10	538,022	-	266,524	423,429	687,006	-	555,414	89,547	-	460,361	-	142,873	3,163,176	2,000,000	158%
302105	STATE INCOME TAX 10	1,049,580	1,037,782	614,640	989,236	1,696,424	795,466	1,059,801	696,542	632,222	1,222,083	823,188	646,766	11,263,730	11,874,000	95%
302106	FEDERAL GRANTS 10	-	-	-	-	-	-	-	-	-	8,840	-	-	8,840	350,000	3%
302107	STATE GRANTS OR OTHER 10	-	-	-	-	-	-	-	-	-	-	-	-	-	315,000	0%
302114	POLICE OT REIMBURSEMENTS 10	2,821	16,566	8,473	3,372	5,420	543	1,854	10,082	462	3,034	2,876	5,005	60,509	89,000	-
302121	CANNABIS TAX 10	8,951	8,922	8,729	10,073	8,504	8,686	8,943	9,531	8,389	8,644	8,788	8,631	106,790	119,000	1%
302126	OPIOID TREATMENT FUNDING 10	-	-	50,000	-	-	-	-	-	-	-	-	-	50,000	-	-
308879	ADDI REIMBURSEMENT 10	480	110	-	512	-	-	-	-	-	-	-	-	1,102	-	-
	Sub Total	1,602,338	1,063,380	990,036	1,429,807	2,400,526	804,696	1,626,012	806,116	641,073	1,705,087	834,851	830,603	14,734,526	14,803,000	100%
GEN GOVERNMENT SERVICE CHARGE																
303607	PAYMENT IN LIEU OF TAXES 10	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	2,061,540	2,062,116	100%
303608	RISK & EE BENEFIT SERVICES 10	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	236,808	252,600	94%
303621	ADMIN SERVICES 10	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	2,256,792	2,423,500	93%
303622	PUBLIC WORKS SERVICES 10	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	1,716,636	1,646,000	104%
303626	BLDG INSPECTION SERVICES 10	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	124,500	100,000	125%
303628	SEWER FUND-EPA 10	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	376,008	371,688	101%
306700	IT SERVICES 10	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	1,007,088	1,021,700	99%
306707	CDBG PERSONNEL/EXP REIMB 10	43,191	40,601	42,746	17,618	21,723	30,888	15,978	7,622	137,472	31,741	32,343	57,336	479,261	410,000	117%
306751	HOME PERSONNEL/EXP REIMB 10	1,669	2,079	1,414	849	903	2,479	1,725	1,348	1,469	569	-	1,754	16,258	50,000	33%
306753	DUATS PERSONNEL/EXP REIMB 10	-	33,631	-	-	-	-	23,632	-	-	-	-	-	57,262	200,000	29%
306762	TRANSFER FROM COM. GRANTS 10	7,348	8,958	7,356	4,023	11,912	8,636	190,959	17,046	10,182	9,452	10,506	16,833	303,212	125,000	243%
	Sub Total	700,490	733,550	699,797	670,770	682,819	690,284	880,575	674,297	797,404	690,044	691,131	724,204	8,635,365	8,662,604	100%
GENERAL GOV LICENSES/PERMITS																
304300	ANIMAL REGISTRATION LATE FEES 10	380	1,235	670	300	2,570	1,240	1,265	490	545	1,867	1,435	338	12,335	15,000	82%
304302	GARBAGE HAULERS 10	1,000	-	-	-	-	-	-	-	-	-	800	8,200	10,000	22,000	45%
304303	CONTRACTOR LICENSES 10	4,550	1,550	1,200	1,127	1,425	875	850	575	3,475	1,925	1,200	6,000	24,752	28,000	88%
304304	LIQUOR LICENSES 10	-	250	3,677	100	143,125	330,921	26,953	2,055	400	2,665	-	2,900	513,047	531,000	97%
304305	RENTAL PROGRAM INCOME 10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES 10	5,960	6,461	4,186	3,914	1,444	177	910	(1,479)	4,695	17,393	152,460	100,872	296,994	371,000	80%
304401	BUILDING PERMITS 10	15,078	40,376	39,226	42,114	38,099	53,763	57,461	76,096	68,484	121,995	89,858	102,127	744,677	1,250,000	60%
304402	PIER PERMITS 10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total 10	27,033	49,872	48,960	47,556	186,663	386,975	87,439	77,737	77,599	145,845	245,753	220,437	1,601,869	2,257,000	71%

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

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

Period Ending: Dec-23

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	374	223	298	299	789	421	347	298	481	512	1,641	1,550	7,232	4,000	181%
303302	PARKING LOT 1	10	1,441	1,293	1,389	1,339	1,388	764	1,920	1,509	1,321	722	1,430	-	14,515	13,000	112%
303306	PARKING LOT 10	10	537	644	712	436	506	303	626	479	351	254	436	-	5,284	5,000	106%
303308	GARAGE C	10	7,325	1,367	1,470	670	1,580	1,863	13,549	1,549	2,312	925	1,815	810	35,235	28,000	126%
303310	RESIDENTIAL PARKING	10	900	480	300	540	420	120	120	1,260	60	60	60	120	4,440	4,000	111%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,417	1,243	2,102	1,225	1,053	2,607	1,203	1,517	1,810	1,555	1,224	2,115	19,069	20,000	95%
304490	ADMIN COURT FINES	10	2,418	2,620	3,689	3,400	4,998	13,320	13,076	11,353	6,279	7,482	5,833	2,714	77,181	68,000	114%
305500	ADMINISTRATIVE COURT FEES	10	2,108	1,569	1,835	2,656	1,755	4,040	4,930	2,783	2,227	2,505	2,812	1,915	31,135	32,000	97%
305501	COURT FINES	10	15,557	12,810	15,026	17,669	12,424	16,847	16,989	11,046	14,250	13,812	14,987	15,896	177,313	147,000	121%
305502	BOOT FEE	10	70	35	140	385	140	210	245	245	70	35	280	35	1,890	2,000	95%
305503	WEED CUTTING FEES	10	4,899	1,026	1,833	7,974	3,152	5,623	3,965	5,083	6,542	4,272	2,593	1,624	48,586	42,000	116%
305505	ILLEGAL USE OF VEHICLE	10	32,550	34,525	44,025	23,775	28,000	31,795	24,750	30,790	26,500	25,595	30,955	32,810	366,070	227,000	161%
305506	OVERTIME PARKING FEES	10	5,616	7,116	8,559	9,452	10,031	10,313	6,791	10,177	6,814	6,948	7,906	6,028	95,750	110,000	87%
305507	VARIANCE AND ZONING	10	-	250	250	300	150	-	140	250	590	-	310	1,040	3,280	3,000	109%
305513	OTHER FINES AND FEES	10	8,134	6,946	7,404	8,947	5,283	4,721	5,134	5,739	7,754	8,370	5,760	8,074	82,267	64,000	129%
305516	PET CITATIONS	10	217	9,249	3,696	3,483	5,890	2,954	11,065	1,113	2,445	10,200	2,335	801	53,448	68,000	79%
305517	DUCK BLIND FEES	10	-	-	-	-	-	-	-	-	-	52	(52)	-	-	-	-
305520	TRASH & CLEAN UP FINES	10	4,986	4,930	7,947	3,356	9,922	6,586	3,644	4,214	6,171	7,135	2,642	5,271	66,803	78,000	86%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub Total		88,550	86,325	100,675	85,906	87,479	102,486	108,493	89,404	85,976	90,432	82,967	80,804	1,089,498	915,000	119%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	22,284	23,672	24,385	14,423	19,327	19,226	21,479	23,204	20,772	22,207	21,084	19,557	251,621	200,000	126%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141	INVESTMENT INCOME	10	-	-	-	-	22,499	22,373	16,075	40,265	17,139	31,396	43,485	18,036	211,268	4,000	5282%
	Sub Total	10	22,284	23,672	24,385	14,423	41,826	41,599	37,553	63,469	37,912	53,603	64,568	37,594	462,888	205,500	225%
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	-	-	-	3,422	-	-	-	-	-	-	-	-	3,422	5,700	60%
303510	ELECTRIC AGGREGATION ADMIN	10	4	3	2	-	-	-	-	24,700	-	-	-	-	24,709	35,000	71%
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	2,767	2,767	100	2767%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	10	-	27,072	-	-	-	-	27,082	40,000	68%
308810	DAMAGE TO CITY PROPERTY	10	78,476	110	3,306	87	15,760	-	54,485	977	-	3,773	29,182	50,256	236,412	43,000	550%
308814	INVENTORY REIMBURSEMENTS	10	1,299	1,230	-	(226)	955	-	101	-	-	(68)	1,377	(101)	4,567	-	-
308870	DONATIONS	10	-	-	-	-	-	175,000	-	-	-	-	-	-	175,000	175,000	100%
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	22	3,031	-	-	-	69	22	42	-	25	46	3,257	5,000	65%
308898	BANK RECONCILIATION ADJ	10	-	(451)	-	(9,265)	(3,836)	297	(0)	-	(480)	0	-	0	(13,735)	9,000	-153%
308899	MISCELLANEOUS INCOME	10	3,670	9,116	6,169	22,178	5,691	1,555	3,754	9,362	3,730	2,448	2,742	24,931	95,346	20,000	477%
	Sub Total	10	160,209	86,788	89,268	92,956	95,329	253,622	135,168	138,891	80,052	82,913	110,085	154,657	1,479,939	1,266,896	117%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	13,502	-	-	-	-	16,217	29,718	17,000	175%
302404	POLICE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	100,866	-	-	-		100,866	-	
	Sub Total	10	-	-	-	-	-	-	13,502	100,866	-	-	-	16,217	130,584	17,000	768%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	250,642	-	-	-	-	-	-	250,642	-	-	-	501,284	42,000	1194%
310010	FIRE PROGRAMS	10	80	17,312	160	180	603	160	7,475	-	4,720	-	1,700	160	32,550	496,000	7%
	Sub Total		80	267,954	160	180	603	160	7,475	-	255,362	-	1,700	160	533,834	538,000	99%
PUBLIC SAFETY FINES & FEES									-								
305512	FIRE & BURGLAR ALARMS	10	1,790	433	-	-	-	3,900		50	1,300	2,300	2,700	400	12,873	16,000	80%
305514	POLICE RECORDS	10	2,521	1,814	1,426	1,798	1,918	1,557	1,965	1,648	1,257	1,449	2,679	1,309	21,341	19,000	112%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
	Sub Total		4,311	2,246	1,426	1,798	1,918	5,457	1,965	1,698	2,557	3,749	5,379	1,709	34,214	85,000	40%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	207,135	24,762	27,757	128,091	13,214	-	400,958	384,000	104%
	Sub Total		-	-	-	-	-	-	207,135	24,762	27,757	128,091	13,214	-	400,958	384,000	104%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	34,526	-	-	34,526	-	-	-	-	37,030	37,030	-	-	143,112	131,000	109%
	Sub Total		34,526	-	-	34,526	-	-	-	-	37,030	37,030	-	-	143,112	131,000	109%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	36,838	24,770	48,221	31,647	47,637	30,012	50,033	46,973	39,366	47,063	92,747	32,907	528,213	550,000	96%
303606	WATER STREET CUTS	10	29,361	27,251	-	31,053	27,268	-	36,122	37,534	22,144	17,028	-	35,331	263,092	255,000	103%
	Sub Total		66,199	52,021	48,221	62,699	74,905	30,012	86,155	84,508	61,510	64,090	92,747	68,237	791,305	805,000	98%
	General Fund Total		**6,479,130**	**6,309,981**	**6,002,627**	**5,803,605**	**7,066,238**	**5,834,342**	**12,711,098**	**6,539,192**	**6,427,839**	**10,193,908**	**6,727,034**	**5,676,892**	**85,771,886**	**87,437,000**	98%

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

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

Period Ending: Dec-23

Div	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																
various COMMUNITY GRANT	16	1,148	-	-	-	10,000	-	-	-	40,000	-	49,039	-	100,187	138,000	73%
various HOME PROGRAM	17	38,168	1,321	11,767	20,739	1,155	21,338	37,466	19,127	2,714	189,887	854	45,584	390,121	1,436,000	27%
various CDBG	18	61,595	3,590	110,281	41,737	209	72,810	18,420	17,372	151,392	44,417	37,339	509,180	1,068,342	2,679,188	40%
various OLDE TOWNE TIF	19	176	183	168	102	545	319	506,162	60,538	31,155	439,162	96,303	387	1,135,199	1,067,653	106%
various WABASH CROSSING TIF	21	1,457	1,516	1,392	847	3,102	3,000	20,184	6,770	2,244	14,816	333,983	2,051	391,363	346,753	113%
various DUATS	22	24	96,715	49	25	95	51	98,231	165	73	60,800	153	77	256,458	421,000	61%
various EASTGATE TIF	23	18,909	18,929	18,927	18,866	19,346	19,092	76,608	65,201	19,619	75,523	31,326	19,064	401,410	379,131	106%
various SOUTHSIDE TIF	24	133	138	127	77	296	273	49,780	508	305	3,448	619	282	55,986	51,103	110%
various STATE DRUG ENFORCEMENT	25	35,126	19,977	353	12,166	399	63,383	291	392	1,316	518	25,765	32,388	192,074	103,500	186%
various DUI COURT FINES	26	6,134	4,946	4,598	6,323	4,402	5,241	445	7,870	6,764	5,219	5,605	5,322	62,868	107,100	59%
various POLICE PROGRAMS/LAB	27	147	139	218	78	293	482	238	522	346	554	488	254	3,758	1,800	209%
various PINES SHOPPING CENTER TIF	28	3,158	3,163	3,159	3,129	3,242	3,173	43,103	3,258	3,182	43,231	5,435	3,232	120,465	114,208	105%
various GRAND & OAKLAND TIF	29	5,895	5,906	5,897	5,840	6,060	6,085	75,793	6,413	6,158	75,735	8,754	6,127	214,661	205,561	104%
various FEDERAL DRUG ENFORCEMENT	30	178	100,256	238	144	218	209	225	75,796	264	278	262	239	178,308	85,200	209%
various BUILDING FUND	34	51,868	201,843	51,784	51,490	52,010	652,672	52,464	53,253	52,290	52,690	52,856	52,250	1,377,469	739,583	186%
various LIBRARY OPERATIONS	35	210,557	48,941	132,834	194,372	265,207	55,084	1,853,645	258,177	233,266	1,123,676	209,482	97,330	4,682,571	5,551,754	84%
various BAND	36	1,090	2,438	2,654	1,064	1,173	1,147	36,910	4,704	5,111	22,119	4,605	1,125	84,139	83,040	101%
various FOREIGN FIRE INSURANCE	37	269	247	248	248	343	305	276	295	278	200,670	622	500	204,302	185,550	110%
various PEG PROJECTS	40	2,419	11,459	81	48	13,408	143	2,242	10,749	100	2,210	10,353	85	53,298	68,543	78%
various LOCAL STREETS & ROADS	42	154,526	143,323	138,563	150,445	147,736	164,477	169,309	153,454	155,922	150,494	152,397	147,366	1,828,013	1,840,000	99%
various 2018 PROJECT FUND	44	410	299	158	95	1,398	-	-	-	-	-	-	-	2,359	770	306%
various CAPITAL STREET PROJECTS	45	31	356,191	38	18	77,239	87	40	11,048	3,022,226	4,114	4,523	2,002,783	5,478,337	3,330,000	165%
various MFT PROJECTS	46	279,706	225,330	257,856	221,982	264,101	270,145	272,311	267,007	343,873	289,045	263,331	307,386	3,262,072	4,381,500	74%
various DEBT SERVICE	50	18,006	1,834,573	18,340	17,857	20,003	19,551	357,017	56,084	58,954	226,530	54,082	18,921	2,699,918	2,669,449	101%
various LIBRARY CAPITAL	58	763	741	681	414	1,359	1,528	1,276	2,078	1,153	1,576	1,862	200,983	214,414	950,700	23%
various LIBRARY TRUST FUNDS	59	376	119	407	193	505	111	1,065	455	306	507	1,571	44	5,659	9,000	63%
various FLEET MAINTENANCE	60	291,784	276,599	286,437	267,139	272,986	220,805	309,944	270,090	270,784	269,424	268,446	265,459	3,269,896	3,246,884	101%
various EQUIPMENT REPLACEMENT	61	(678)	20,911	(829)	2,054,081	12,463	1,446	976,055	2,834	4,203	17,430	1,035,072	2,012	4,125,000	4,250,500	97%
various RISK MANAGEMENT	64	339,848	340,190	351,294	339,147	343,672	343,590	342,999	347,833	355,753	345,435	347,047	343,082	4,139,889	4,059,600	102%
various EMPLOYEE BENEFIT	65	897,060	956,986	1,303,554	907,427	943,500	953,173	925,670	1,330,285	893,771	918,799	943,519	1,434,184	12,407,927	13,316,273	93%
various PUBLIC TRANSIT	70	2,364,699	67,739	1,029,465	79,087	1,050,822	591,545	2,919,592	83,742	92,100	64,377	2,756,508	531,126	11,630,803	17,973,575	65%
various FIBER OPTICS	77	7,735	383,744	7,429	1,952	104,525	8,358	6,108	14,585	5,797	10,747	6,684	6,728	564,390	500,550	113%
various STORMWATER PROJECTS	78	129,878	224,633	131,518	149,011	181,133	122,370	128,610	130,553	112,856	179,237	162,480	122,756	1,775,035	1,928,969	92%
various SEWER PROJECTS	79	642,339	628,425	682,108	576,550	316,822	1,004,083	651,652	687,090	679,785	731,326	606,042	641,922	7,848,144	7,018,000	112%
various WATER	80	2,640,715	2,699,728	2,612,198	2,645,190	2,849,636	2,864,654	3,109,016	3,244,316	3,013,203	2,822,193	2,869,991	2,634,279	34,005,119	33,408,669	102%
various WATER CAPITAL	81	11,919	351,006	10,376	1,016,121	24,906	36,666	2,018,268	78,441	18,700	27,112	2,172,080	16,884	5,782,479	5,500,000	105%
various DCDF	82	1,518	1,524	1,548	1,556	1,649	1,641	1,647	1,674	1,666	1,701	1,682	1,673	19,478	18,000	108%
various COMMUNITY REVITALIZATION	84	11,676	12,319	9,473	5,763	15,950	17,241	13,280	20,810	146,821	524,411	58,265	9,448	845,457	1,073,420	79%
various GRANTS	85	116	121	494,025	268	407	324	285	288	218,936	80,297	237	110	795,416	6,100,000	13%
various RECYCLING	88	56,771	53,264	68,224	55,736	67,575	45,240	67,562	56,399	44,746	62,578	53,109	58,822	690,027	725,000	95%
various WATER BOND FUND	89	40,532	20,046	59,380	72,802	94,476	71,845	117,355	54,338	9,332	13,431	11,567	11,503	576,605	-	-
various FIRE PENSION	90	(2,153,754)	5,022,249	(2,137,029)	1,941,522	1,066,487	(912,280)	3,306,422	6,151,778	(1,376,550)	(1,151,594)	(1,869,321)	6,474,526	14,362,455	9,850,556	146%
various POLICE PENSION	91	(1,985,934)	5,960,004	(2,347,416)	1,760,863	1,227,353	(1,288,247)	6,752,955	3,586,870	(1,930,304)	(1,551,193)	(2,407,905)	7,644,379	15,421,426	13,410,684	115%
various AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Grand Total Revenues		10,667,622	26,411,753	9,325,199	18,426,118	16,534,445	11,277,500	38,032,017	23,682,356	13,128,449	16,586,837	15,094,144	29,328,745	228,495,184	236,763,766	97%

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

Net Assessed Value $: 946,457,554 certified
City Tax Rate: 1.61902% certified

Assessed Value Year 2022
Pay Year 2023
Final

note	Tax Levy Item	Fund	Net Assessed Value certified	input Tax Rate certified	input Tax Levy $ Amount ordinance	input Extension $ Amount certified	Billed $ Amount certified
	General Obligation Bond Debt	50	946,457,554	0.06910%	653,928.00	654,002.20	654,002.20
	General Purpose	10	946,457,554	0.00000%	-	-	-
	Fire Pension	10	946,457,554	0.64451%	6,100,000.00	6,100,013.88	6,100,013.88
	Police Pension	10	946,457,554	0.58429%	5,530,000.00	5,530,057.11	5,530,057.11
	City Library	35	946,457,554	0.31407%	2,972,500.00	2,972,539.38	2,972,539.38
	Municipal Band	36	946,457,554	0.00705%	66,700.00	66,725.26	66,725.26
	Public Transit	70					
	xxxxx	xx					
1	**Total City**		946,457,554	1.61902%	15,323,128.00	15,323,337.83	15,323,337.83
			ok	ok	ok	ok	ok

	TIF District (tax code district)		input AV Increment Value certified	input Tax Rate certified	AV Increment $ Amount	input Extension $ Amount certified	Billed $ Amount certified
	ZTF3 Pines TIF (4062)	28	781,248	10.22725%	79,900.19	79,900.19	79,900.19
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	10.22725%	1,158,421.48	1,158,424.28	1,158,424.28
	ZTF6 Near North TIF (4455)	21	3,531,077	10.22725%	361,132.07	361,132.88	361,132.88
	ZTF8 Eastgate TIF (9543)	23	1,684,970	9.50894%	160,222.79	160,222.88	160,222.88
	ZTF0 Grand & Oakland (4062)	29	1,361,874	10.22725%	139,282.26	139,282.27	139,282.27
	ZTFA SS Redevelopment (xxxx)	24	517,439	10.14981%	52,519.08	52,519.08	52,519.08
	xxxxx	xx	-	0.00000%	-	-	-
2	**Redevelopment TIF**		19,203,421		1,951,477.87	1,951,481.58	1,951,481.58
			ok		ok	ok	ok
	Total Property Tax Levy				17,274,605.87	17,274,819.41	17,274,819.41
				3			

Note(s)

1 Data per City of Decatur 2022 Tax Levy - certification and extension dated May 1, 2023 certified May 1, 2023
2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May 1, 2023
3 Data per Macon County - Tax Codes and Districts Catalog 2022, certification and extension dated May 9, 2023

Prepared By:
Office of the City Treasurer

City of Decatur, Macon County home

Property Tax Levy

City and TIF Districts

Tax Collections

Assessed Value Year 2022

Pay Year 2023

In Process

Tax Levy Item	Fund	Billed $ Amount	99.0% Collection Rate	Expected Collection $ Amount	input Distribution 1 7/14/2023	input Distribution 2 8/17/2023	input Distribution 3 9/15/2023	input Distribution 4 10/16/2023	input Distribution 5 11/16/2023	input Distribution 6 11/20/2023	input Distribution 7 xx/xx/2023	Total Distribution	Expected Account Receivable $ Amount	Actual Collection Rate
GO Bond Debt	50	654,002.20	99.0%	647,462.00	337,532.15	34,415.28	39,143.68	205,251.88	32,602.87	550.78	-	649,496.64	(2,034.64)	99.3%
General Purpose	10	-	99.0%	-	-	0.03	-	(0.02)	(0.16)	(0.21)	-	(0.36)	-	-
Fire Pension	10	6,100,013.88	99.0%	6,039,014.00	3,148,231.56	320,999.25	365,100.63	1,914,417.59	304,095.85	5,140.97	-	6,057,985.85	(18,971.85)	99.3%
Police Pension	10	5,530,057.11	99.0%	5,474,757.00	2,854,074.94	291,006.43	330,987.14	1,735,541.49	275,682.46	4,660.50	-	5,491,952.96	(17,195.96)	99.3%
City Library	35	2,972,539.38	99.0%	2,942,814.00	1,534,135.52	156,423.33	177,913.94	932,896.41	148,186.35	2,505.25	-	2,952,060.80	(9,246.80)	99.3%
Municipal Band	36	66,725.26	99.0%	66,058.00	34,436.48	3,511.13	3,993.65	20,939.91	3,326.38	56.41	-	66,263.96	(205.96)	99.3%
Mass Transit												-	-	
												-	-	
Total City		15,323,337.83		15,170,105.00	7,908,410.65	806,355.45	917,139.04	4,809,047.26	763,893.75	12,913.70	-	15,217,759.85	(47,655.21)	99.3%
											City Collection Rate:	99.3%		
ZTF3 Pines (4062)	28	79,900.19	100.0%	79,900.00	39,950.07	-	-	39,950.12	169.18	-	-	80,069.37	(169.37)	100.2%
ZTF5 Olde Towne (4555)	19	1,158,424.28	98.0%	1,135,256.00	505,581.54	59,211.61	30,281.37	437,515.00	95,286.10	-	-	1,127,875.62	7,380.38	97.4%
ZTF6 Near North (4455)	21	361,132.88	100.0%	361,133.00	17,563.67	1,999.05	-	11,834.61	329,947.37	-	-	361,344.70	(211.70)	100.1%
ZTF8 Eastgate (9543)	23	160,222.88	100.0%	160,223.00	57,530.20	45,731.98	400.34	56,016.82	882.79	-	-	160,562.13	(339.13)	100.2%
ZTF0 Grand/Oakland (xxxx)	29	139,282.27	100.0%	139,282.00	69,698.11	-	-	69,327.06	552.02	-	-	139,577.19	(295.19)	100.2%
ZTFA Southside (xxxx)	24	52,519.08	100.0%	52,519.00	49,510.42	-	-	3,008.66	111.20	-	-	52,630.28	(111.28)	100.2%
xxxxx	xx	-	0.0%	-	-	-	-	-	-	-	-	-	0	-
Redevelopment TIF		1,951,481.58		1,928,313.00	739,834.01	106,942.64	30,681.71	617,652.27	426,948.66	-	-	1,922,059.29	6,253.71	98.5%
											City Collection Rate:	98.5%		
Total Property Tax Levy		17,274,819.41		17,098,418.00	8,648,244.66	913,298.09	947,820.75	5,426,699.53	1,190,842.41	12,913.70	-	17,139,819.14	(41,401.50)	99.2%
				City Collection Rate:	xx	xx	xx	xx	xx	xx	xx	99.2%		

Note(s)

Footnote (Not a part of City Tax Levy)		input Distribution 1 7/14/2023	input Distribution 2 8/17/2023	input Distribution 3 9/15/2023	input Distribution 4 10/18/2023	input Distribution 5 11/16/2023	input Distribution 6 11/20/2023	input Distribution 7 xx/xx/2023	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	207,134.74	24,761.96	27,757.40	128,090.88	12,510.92	702.59	-	400,958.49
Total County Distribution to Civil City		8,115,545.39	831,117.41	944,896.44	4,937,138.14	776,404.67	13,616.29	-	15,618,718.34
		xx	xx	xx	xx	xx	xx	xx	

Footnote (Not a part of City Tax Levy)									
Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-				-	-	-
Distribution to City including TIF & Mobile Home		8,855,379.40	938,060.05	975,578.15	5,554,790.41	1,203,353.33	13,616.29	-	17,540,777.63
		xx	xxxxx	xx	xx	xx	xx	xx	

GO Bond Debt	50-43500-301103	550.78	ZTF3 Pines TIF (4062)	28-43281-301103	-
General Purpose	10-0231-301103	(0.21)	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-
Fire Pension	10-0231-301103	5,140.97	ZTF6 Near North TIF (4455)	21-43210-301103	-
Police Pension	10-0231-301103	4,660.50	ZTF8 Eastgate TIF (9543)	23-43230-301103	-
City Library	35-59350-301103	2,505.25	ZTF0 Grand & Oakland (xx)	29-43291-301103	-
Municipal Band	36-43360-301103	56.41	ZTFA SS Redevelopment (xx)	24-43241-301103	-
		xxxxx		xx	-

reconciliation of receipts and recording

agree w/row 18	12,913.70	ok
agree w/row 27	-	ok
agree w/row 43	702.59	ok
agree w/row 48	-	ok
test s/b "0"	-	

Prepared By:

Office of the City Treasurer

Div		Fund	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	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,791	13,296	4,199	3,172	2,826	2,905	2,820	6,027	2,738	4,224	3,561	2,767	51,327	64,463	64,463	80%
015	EXECUTIVE	10	72,183	54,152	82,419	58,666	57,216	58,347	56,757	91,841	57,191	59,820	61,679	60,510	770,783	770,672	770,672	100%
016	HUMAN RESOURCES	10	45,270	45,750	69,813	48,608	47,700	52,816	51,027	67,890	45,217	67,057	59,097	65,553	665,798	623,556	623,556	107%
017	INFORMATION TECHNOLOGIES	10	109,915	128,607	134,022	334,398	135,244	307,715	188,160	284,021	87,665	84,004	118,269	87,117	1,999,136	2,052,613	2,052,613	97%
018	DATA & COMMUNICATIONS	10	22,224	38,806	38,201	24,451	23,618	24,093	35,984	45,578	31,281	27,451	217,722	27,739	557,147	526,284	526,284	106%
020	LEGAL	10	103,406	76,105	99,237	66,262	77,676	59,913	67,567	99,740	75,973	69,232	84,525	66,462	946,099	1,014,417	1,114,417	85%
035	FINANCE	10	127,595	113,476	165,517	115,319	188,014	128,493	139,595	253,756	157,960	162,800	190,905	143,104	1,886,535	1,764,361	1,914,361	99%
037	PURCHASING	10	16,202	16,561	33,737	17,296	15,221	14,997	14,757	27,566	15,095	15,806	15,947	18,433	221,618	214,114	214,114	104%
038	CIVIC CENTER	10	54,216	17,185	50,719	(165)	53,460	33,951	62,809	43,252	47,148	47,340	41,960	30,627	482,503	558,760	558,760	86%
039	CITY GENERAL ADMINISTATIVE	10	648,568	2,481,673	58,204	2,067,500	178,814	124,534	1,190,589	269,167	16,195	72,084	1,214,534	2,010,799	10,332,660	11,106,750	11,081,750	93%
040	CENTRAL BUSINESS DISTRICT	10	2,291	3,136	74,338	26,756	47,788	41,448	37,317	21,944	34,257	67,727	30,324	57,740	445,064	407,500	407,500	109%
	Sub Total		1,204,660	2,988,748	810,406	2,762,264	827,578	849,212	1,847,382	1,210,781	570,720	677,545	2,038,524	2,570,849	18,358,670	19,103,490	19,328,490	95%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,529	56,989	92,826	41,240	44,304	36,848	47,508	59,451	35,539	41,678	38,327	29,607	567,845	682,245	682,245	83%
052	BUILDING INSPECTIONS	10	61,371	62,316	96,606	66,736	66,454	64,072	66,252	94,463	64,917	66,559	64,017	64,729	838,492	830,764	830,764	101%
053	NEIGHBORHOOD INSPECTIONS	10	69,650	73,744	105,330	139,537	144,828	183,570	154,087	205,383	174,747	160,022	79,910	75,249	1,566,058	1,666,078	1,666,078	94%
054	REVITALIZATION & HOUSING	10	44,282	45,288	68,294	44,845	44,391	40,968	39,316	63,008	40,007	91,054	45,041	95,944	662,438	734,545	734,545	90%
055	ECONOMIC DEVELOPMENT	10	70,000	3,100	53	-	-	84,356	-	-	32,400	-	21,195	47,241	258,346	373,907	373,907	69%
	Sub Total		288,832	241,438	363,109	292,358	299,977	409,815	307,163	422,304	347,609	359,313	248,490	312,770	3,893,179	4,287,539	4,287,539	91%
Public Safety																		
065	POLICE	10	2,458,290	1,864,157	2,608,030	2,162,887	1,860,826	1,918,825	5,022,879	2,885,012	2,380,934	3,988,488	2,113,876	2,462,023	31,726,226	32,097,738	32,562,738	97%
070	FIRE	10	1,192,135	1,097,502	1,607,985	1,200,791	1,192,950	1,142,877	4,337,780	2,147,897	3,404,098	3,215,314	1,646,841	1,299,831	23,486,002	22,735,698	22,735,698	103%
	Sub Total		3,650,425	2,961,659	4,216,015	3,363,677	3,053,776	3,061,703	9,360,658	5,032,909	5,785,032	7,203,802	3,760,717	3,761,855	55,212,228	54,833,436	55,298,436	100%
Public Works																		
080	PUBLIC WORKS ADMIN	10	26,750	26,309	36,941	29,930	28,435	30,838	31,563	41,805	31,006	31,568	33,419	29,774	378,336	531,699	531,699	71%
082	ENGINEERING	10	91,327	86,040	138,130	97,069	105,872	102,591	118,313	163,335	98,437	104,478	102,000	92,029	1,299,620	1,408,068	1,408,068	92%
083	MUNICIPAL SERVICES	10	416,508	385,976	476,287	363,055	369,834	373,065	410,638	545,708	379,449	371,024	384,974	367,253	4,843,769	5,260,111	5,260,111	92%
084	STREETS	10	103,032	89,136	93,798	105,060	102,186	91,147	102,648	93,913	94,164	108,195	96,512	93,469	1,173,262	1,262,881	1,262,881	93%
086	TRAFFIC & PARKING	10	111,345	109,397	127,913	150,915	122,905	102,401	132,760	174,343	122,406	192,946	194,335	224,630	1,766,296	1,361,493	1,361,493	130%
088	LAND & BUILDING MGMT	10	41,613	37,966	85,883	51,091	44,996	59,159	55,652	72,708	49,515	62,207	65,096	115,644	741,531	813,283	813,283	91%
	Sub Total		790,575	734,823	958,951	797,120	774,228	759,201	851,575	1,091,811	774,979	870,418	876,336	922,798	10,202,814	10,637,535	10,637,535	96%
	General Fund Expenditure Total		5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	12,366,778	7,757,805	7,478,339	9,111,078	6,924,067	7,568,272	87,666,891	88,862,000	89,552,000	98%
Community & Economic Development																		
16	COMMUNITY GRANT	16	266	-	249	40,000	-	-	1,190	29,451	15,902	680	604	302	88,644	138,000	138,000	64%
17	HOME PROGRAM	17	36,977	5,936	4,956	19,845	17,561	19,877	19,155	16,621	1,577	9,589	-	45,155	197,250	1,225,875	1,225,875	16%
18	CDBG PROGRAM	18	64,159	46,478	66,835	39,300	39,816	36,744	19,545	22,574	149,352	35,555	37,119	509,019	1,066,497	2,666,797	2,666,797	40%
22	DUATS	22	9,699	42,943	23,115	503	10,728	22,101	47,676	15,705	15,392	29,005	5,384	1,899	224,149	421,000	421,000	53%
70	PUBLIC TRANSIT	70	645,842	785,791	844,929	784,251	774,853	901,525	786,074	396,798	1,372,272	836,006	773,454	847,204	9,748,999	17,446,823	17,446,823	56%
82	DCDF	82	631	11	2,776	79	9	3,198	91	11	21	16	11	11	6,863	174,700	174,700	4%
84	COMMUNITY REVITALIZATION	84	144,968	335,511	592,508	514,927	223,999	304,661	1,270,693	830,175	814,145	1,086,296	704,131	428,747	7,250,761	9,550,000	9,385,000	77%
88	RECYCLING	88	78,363	44,709	75,767	71,368	91,137	45,118	95,199	70,524	44,730	71,772	93,225	72,285	854,197	592,185	592,185	144%
	Sub Total		980,906	1,261,379	1,611,133	1,470,273	1,158,104	1,333,225	2,239,623	1,381,858	2,413,391	2,068,919	1,613,928	1,904,620	19,437,360	32,215,380	32,050,380	61%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	59,437	-	-	-	-	983,503	-	1,042,939	1,078,386	1,078,386	97%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	4,083	827,166	-	-	264,237	1,095,487	346,753	346,753	316%
23	EASTGATE TIF	23	-	-	-	-	-	111,098	-	-	-	-	245,045	-	356,143	350,000	350,000	102%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	12,343	-	12,343	51,103	51,103	24%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	113,760	-	-	-	-	-	-	113,760	110,000	110,000	103%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	170,455	-	170,455	205,561	205,561	83%
	Sub Total		-	-	-	-	-	284,295	-	4,083	827,166	-	1,411,345	264,237	2,791,127	2,141,803	2,141,803	130%

Div	Fund	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	Original Budget	Revised Budget	YTD % of Budget
Public Safety																	
25 STATE DRUG ACTIVITIES	25	2,842	11,200	-	318	10,245	125	10,889	-	505	10,921	12,200	13,626	72,871	100,000	100,000	73%
26 DUI COURT FINES	26	456	1,497	1,682	2,744	177	12,550	19,775	12,971	861	3,754	(103)	57,180	113,545	104,000	104,000	109%
27 POLICE PROGRAMS/LAB	27	-	-	-	-		1,821	578	-	-	-	-	-	2,399	25,000	25,000	10%
30 FEDERAL DRUG ENFORCEMENT	30	-	-	2,100	756		1,010	16,886	13,106	-	-	-	3,534	37,392	85,000	85,000	44%
37 FOREIGN FIRE INSURANCE	37	17,435	26,191	29,146	13,558	7,517	38,111	4,464	4,298	975	25,961	40,561	29,231	237,447	185,550	185,550	128%
Sub Total		20,733	38,887	32,928	17,376	17,938	53,617	52,592	30,375	2,341	40,636	52,658	103,571	463,654	499,550	499,550	93%
Debt Service																	
50 DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	74,287	-	224,438	500	-	1,100,137	-	2,711,731	2,707,230	2,707,230	100%
Sub Total		-	1,312,369	-	-	-	74,287	-	224,438	500	-	1,100,137	-	2,711,731	2,707,230	2,707,230	100%
Public Works																	
42 LOCAL MFT PROJECTS	42	523	558,482	-	34,660	-	65,147	4,998	554,547	912	17,248	302,617	156,614	1,695,748	3,179,971	3,179,971	53%
44 2018 PROJECT FUND	44	-	341,222	-	7,364	8,758	381,616	11,662	350	4,687	-	-	-	755,659	900,000	900,000	84%
45 CAPITAL PROJECTS	45	33,751	323,737	4,630	23,169	25,867	33,131	25,121	6,381	5,000	5,000	144,079	19,534	649,400	3,330,000	3,330,000	20%
46 STATE MFT PROJECTS	46	348,449	33,433	339,760	31,647	57,667	1,026,914	49,920	143,296	1,304,661	91,816	92,747	109,677	3,629,986	5,943,154	5,943,154	61%
60 FLEET OPERATIONS	60	169,124	238,868	222,260	199,783	228,361	222,571	193,308	264,823	207,597	215,104	248,238	287,970	2,698,007	3,117,421	3,117,421	87%
61 EQUIPMENT REPLACEMENT	61	115,475	282,130	318,201	933,744	249,819	227,926	91,985	87,468	532,971	1,454	393,933	118,765	3,353,871	5,252,000	5,252,000	64%
78 STORM WATER PROJECTS	78	84,904	66,121	135,294	108,083	202,229	113,539	115,478	96,272	70,398	71,040	325,481	354,831	1,743,669	3,092,392	3,092,392	56%
79 SEWER PROJECTS	79	974,785	649,208	735,395	597,707	208,989	351,732	374,062	896,792	811,112	251,270	257,051	1,632,716	7,740,820	14,452,128	14,452,128	54%
Sub Total		1,727,011	2,493,202	1,755,540	1,936,157	981,690	2,422,576	866,534	2,049,928	2,937,337	652,931	1,764,146	2,680,107	22,267,159	39,267,066	39,267,066	57%
Library																	
35 LIBRARY OPERATIONS	35	316,724	319,475	441,279	306,999	310,813	344,146	355,444	473,838	393,709	332,528	375,319	566,479	4,536,754	5,518,850	5,518,850	82%
58 LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	208,641	-	129,455	-	-	479,576	1,250,000	1,250,000	38%
59 LIBRARY TRUST FUNDS	59	1,206	269	744	2,183	1,378	1,446	6,610	8,871	6,209	2,662	6,615	4,949	43,140	120,000	120,000	36%
Sub Total		459,410	319,744	442,023	309,182	312,191	345,592	362,054	691,350	399,918	464,645	381,934	571,428	5,059,470	6,888,850	6,888,850	73%
Internal Service and Other																	
34 BUILDING FUND	34	71,840	171,036	250,492	163,885	70,923	89,668	322,199	146,272	67,909	61,811	128,960	120,370	1,665,365	871,923	871,923	191%
36 BAND	36	2,048	636	217	1,847	216	21,983	29,747	29,427	1,606	7,739	1,037	216	96,719	82,102	82,102	118%
40 PEG CAPITAL PROGRAMMING	40	2,686	8,790	2,190	3,681	2,190	50,593	22,430	2,187	6,877	2,190	2,187	2,768	108,768	88,963	88,963	122%
64 RISK MANAGEMENT	64	288,302	36,614	232,845	257,661	57,062	37,628	294,865	41,628	240,576	1,666,958	40,074	31,148	3,225,360	3,958,988	3,958,988	81%
65 BENEFIT INSURANCE	65	1,129,636	1,132,736	1,010,939	1,305,627	1,112,694	969,727	1,189,002	829,931	907,337	1,217,798	1,062,211	1,163,901	13,031,538	14,028,689	14,028,689	93%
77 FIBER OPTICS	77	(72,580)	57,150	8,998	(2,568)	9,142	(57,957)	3,420	6,050	83,918	(61,361)	3,420	10,324	(12,044)	1,306,920	1,306,920	-1%
85 GRANT FUND	85	-	-	11,385	-	-	218,629	-	79,955	-	245,538	92,248	258,767	906,521	6,000,000	6,000,000	15%
99 AMERICAN RESCUE PLAN	99	68,967	1,846	5,108	6,113	20,866	644,778	14,542	275,479	48,567	1,505	7,298	27,921	1,122,990	1,509,300	1,509,300	74%
Sub Total		1,490,899	1,408,808	1,522,174	1,736,245	1,273,093	1,975,049	1,876,205	1,410,929	1,356,790	3,142,177	1,337,435	1,615,414	20,145,217	27,846,885	27,846,885	72%
Water Utility																	
80 WATER UTILITY	80	1,308,406	10,216,812	1,543,642	1,230,214	1,335,047	1,736,856	3,524,547	4,529,526	1,558,019	1,403,957	5,854,161	1,752,217	35,993,404	32,777,472	32,777,472	110%
81 WATER CAPITAL	81	1,575,887	1,466,826	1,254,073	680,383	1,555,509	846,325	592,691	482,218	216,038	371,903	1,712,312	490,728	11,244,892	7,415,160	7,415,160	152%
89 2022 BOND FUND	89	55,798	-	367,487	1,200	209,137	143,000	144,222	131,686	244,444	250,951	21,484	57,997	1,627,407	14,279,569	14,279,569	11%
Sub Total		2,940,091	11,683,638	3,165,202	1,911,797	3,099,693	2,726,181	4,261,460	5,143,431	2,018,501	2,026,811	7,587,957	2,300,942	48,865,704	54,472,201	54,472,201	90%
Fudiciary Trust & Agency																	
90 FIRE PENSION	90	817,419	796,726	804,855	828,219	808,736	800,474	805,008	842,684	906,251	811,186	811,558	801,613	9,834,728	9,610,877	9,610,877	102%
91 POLICE PENSION	91	921,553	976,696	951,135	974,776	1,059,853	950,025	957,006	1,041,573	950,145	950,725	946,323	940,290	11,620,099	10,021,643	10,021,643	116%
Sub Total		1,738,973	1,773,422	1,755,989	1,802,995	1,868,589	1,750,499	1,762,014	1,884,257	1,856,396	1,761,911	1,757,881	1,741,903	21,454,827	19,632,520	19,632,520	109%
Grand Total Expenditures		15,292,514	27,218,116	16,633,471	16,399,445	13,666,855	16,045,252	23,787,260	20,578,455	19,290,679	19,269,109	23,931,488	18,750,495	230,863,140	274,533,485	275,058,485	84%

City of Decatur — **Month of: Dec-23**

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	Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
Revenue										
Water Sales	2,613,860	2,644,180	(30,320)	2,602,017	11,842	32,948,149	32,400,000	548,149	31,883,367	1,064,782
UCS Billing Reimb	11,905	13,722	(1,817)	13,069	(1,164)	142,860	164,669	(21,809)	156,828	(13,968)
Tapping Fees	1,046	2,649	(1,603)	3,246	(2,201)	29,938	26,000	3,938	31,864	(1,926)
Lake Lic. / Permits	-	-	-	-	-	240,024	241,000	(976)	234,468	5,557
Interest/Investment Income	9,722	3,522	6,200	6,391	3,331	117,364	115,000	2,364	25,123	92,241
Other Income	(2,254)	6,581	(8,835)	36,385	(38,639)	526,784	462,000	64,784	1,281,135	(754,350)
Total Revenue	2,634,279	2,670,654	(36,375)	2,661,109	(26,830)	34,005,119	33,408,669	596,450	33,612,784	392,335
Cost of Service										
801 Water Production	919,516	657,209	262,307	667,047	252,469	7,461,470	6,085,616	1,375,854	6,116,782	1,344,688
804 Water Services	290,132	353,623	(63,491)	322,878	(32,747)	3,347,153	3,678,182	(331,029)	3,366,758	(19,606)
Total Cost of Service	1,209,648	1,010,832	198,815	989,925	219,722	10,808,623	9,763,798	1,044,825	9,483,540	1,325,083
% of Revenue	45.9%	37.8%		37.2%		31.8%	29.2%		28.2%	
Water Gross Margin	1,424,631	1,659,821	(235,191)	1,671,183	(246,552)	23,196,496	23,644,871	(448,375)	24,129,244	(932,748)
% of Revenue	54.1%	62.2%		62.8%		68.2%	70.8%		71.8%	
Operating Expense										
802 Lake Management	91,839	101,670	(9,832)	65,677	26,162	1,566,728	1,884,724	(317,996)	1,198,786	367,943
803 Water Administration	356,189	412,161	(55,972)	364,711	(8,522)	4,203,229	4,953,870	(750,641)	4,384,433	(181,204)
805 Customer Service	93,292	85,976	7,316	73,990	19,301	975,672	1,080,599	(104,927)	930,043	45,629
Total Operating Expense	541,319	599,807	(58,488)	504,378	36,941	6,745,629	7,919,193	(1,173,564)	6,513,261	232,367
% of Revenue	20.5%	22.5%		19.0%		19.8%	23.7%		19.4%	
Margin Before Debt Service	883,312	1,060,014	(176,703)	1,166,805	(283,493)	16,450,867	15,725,678	725,189	17,615,982	(1,165,115)
% of Revenue	33.5%	39.7%		43.8%		48.4%	47.1%		52.4%	
Debt Service										
808 GO Bond Debt	1,250	2,269,963	(2,268,713)	2,307,110	(2,305,860)	12,479,157	11,000,000	1,479,157	11,180,012	1,299,146
809 IEPA - Nitrate Facility	-	-	-	-	-	-	122,800	(122,800)	122,211	(122,211)
80B IEPA - Water Tower	-	-	-	-	-	361,681	361,681	(0)	361,681	-
80C JCI - Auto Water Meter	-	-	-	-	-	1,598,315	1,610,000	(11,685)	1,554,719	43,595
Total Debt Service	1,250	2,269,963	(2,268,713)	2,307,110	(2,305,860)	14,439,153	13,094,481	1,344,672	13,218,623	1,220,530
% of Revenue	0.0%	85.0%		86.7%		42.5%	39.2%		39.3%	
Operating Income	882,062	(1,209,948)	2,092,010	(1,140,305)	2,022,367	2,011,715	2,631,197	(619,482)	4,397,360	(2,385,645)
% of Revenue	33.5%	-45.3%		-42.9%		5.9%	7.9%		13.1%	
Transfer to Capital										
CapEx Funding	-	-	-	-	-	4,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Income after Capital Transfer	882,062	(1,209,948)	2,092,010	(1,140,305)	2,022,367	(1,988,285)	631,197	(2,619,482)	2,397,360	(4,385,645)
% of Revenue	33.5%	-45.3%		-42.9%		-5.8%	1.9%		7.1%	

Balance Sheet Items (Operating Fund)			
Cash	7,462,217		9,423,871	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	7,462,217		9,423,871	
Accounts Receivable	2,896,146		2,671,191	

Prepared By: Office of the City Treasurer

City of Decatur **Month of:** ***Dec-23***

Water Utility Financial Report

Capital Fund Statement of Revenue and Expense

home

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments	
Revenue							
CapEx Funding	-	4,000,000	2,000,000	2,000,000	4,000,000	*CapEx funding from Water Operating Fund*	
ADM Cost Share	-	1,126,027	1,000,000	126,027	1,000,000	*Actual ADM cost share*	
Grants	-	124,689	200,000	(75,311)	200,000		
Other	16,884	531,763	2,300,000	(1,768,237)	300,000	*Other Transfers*	
Total Revenue	16,884	5,782,479	5,500,000	282,479	5,500,000		
CapEx Project Spending							
Operating CapEx	-	-	-	-	-	*81808112*	*423700*
Software	-	4,998	-	4,998	-	*81808118*	*424700*
Professional Services	334	70,534	275,000	(204,466)	275,000	*81808118*	*428000*
Automotive Equipment	39,290	353,040	915,000	(561,960)	915,000	*81808118*	*451000*
Other Equipment	-	196,701	335,000	(138,299)	335,000	*81808118*	*452000*
System leak detection	-	30,048	34,848	(4,800)	34,848	*81808118*	*486300*
Water Main Replacement	37,595	1,816,269	2,325,318	(509,049)	2,325,318	*81808118*	*488800*
Water System Improvements	105	105	173,333	(173,229)	173,333	*81808118*	*497000*
SWTP, Clarifiers Improvements	254,151	6,116,031	356,370	5,759,661	356,370	*81808118*	*499200*
Lake cap operating	136,289	875,500	1,705,192	(829,692)	1,705,192	*81808122*	*423700*
Lake cap land acq	-	-	100,000	(100,000)	100,000	*81808128*	*450100*
Lakefront Development	1,202	8,607	30,000		30,000	*81808128*	*485660*
Lake cap additional water	21,763	1,773,059	1,165,099	607,960	1,165,099	*81808128*	*488900*
	-	-	-	-	-		
Total CapEx Spending	490,728	11,244,892	7,415,160	3,851,125	7,415,160		
Surplus (Deficit)	(473,844)	(5,462,413)	(1,915,160)		(1,915,160)		

Capital Fund Cash Position

Cash Position Start of Month	982,854	
Cash Position Close of Month	509,011	
Interfund AR	481,816	*Due to Water Capital fund from Capital Fund 45*

Prepared By: *Office of the City Treasurer*

City of Decatur home **Dec-23**

Water Utility Financial Report

Key Metrics

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Current Year													
Water Bill Count													
Original Bills													
Residential	26,045	24,570	29,767	23,486	27,914	27,623	24,806	28,452	25,046	26,432	26,415	25,588	316,144
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,641	2,459	2,980	2,327	2,848	2,736	2,543	2,825	2,533	2,661	2,662	2,636	31,851
Total	28,716	27,059	32,777	25,843	30,792	30,389	27,379	31,307	27,609	29,123	29,107	28,254	348,355
Delinquent Bills													
Residential	7,399	6,442	7,849	7,420	8,071	8,394	7,378	8,303	7,208	8,602	7,653	7,214	91,933
Industrial	-	-	1	-	-	-	3	3	1	4	4	2	18
Commercial	452	365	417	446	447	474	435	491	433	419	453	398	5,230
Total	7,851	6,807	8,267	7,866	8,518	8,868	7,816	8,797	7,642	9,025	8,110	7,614	97,181
Total Bill Count	36,567	33,866	41,044	33,709	39,310	39,257	35,195	40,104	35,251	38,148	37,217	35,868	445,536
Cubit Feet Consumption Billed													
Residential	11,188,618	10,200,018	11,181,561	10,418,156	11,691,023	14,090,814	12,819,382	14,102,437	12,181,007	11,877,691	11,091,527	10,232,413	141,074,647
Industrial	41,752,330	45,530,232	39,297,719	42,569,239	40,161,288	41,341,662	42,100,688	42,836,883	44,869,880	34,398,294	40,699,068	36,801,920	492,359,203
Commercial	9,746,511	9,514,979	9,438,037	9,121,604	10,934,865	12,302,835	13,623,710	13,876,283	12,946,508	11,911,327	11,055,514	9,344,780	133,816,953
Total	62,687,459	65,245,229	59,917,317	62,108,999	62,787,176	67,735,311	68,543,780	70,815,603	69,997,395	58,187,312	62,846,109	56,379,113	767,250,803
Water Shut Offs	397	578	624	533	634	650	634	808	666	772	676	643	7,615
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247	5,019	4,899	5,385	4,741	5,093	4,864	4,430	59,352
Water Billed $													
Residential	713,684	655,213	734,445	639,338	761,753	917,354	836,069	923,153	799,175	793,273	753,332	709,430	$ 9,236,219
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778	1,247,274	1,268,502	1,286,198	1,335,848	1,068,491	1,233,022	1,131,330	$ 14,502,036
Commercial	531,637	512,087	538,180	495,811	600,355	669,731	703,521	734,623	687,941	651,868	622,979	553,134	$ 7,301,867
Total	$ 2,426,292	$ 2,441,732	$ 2,393,604	$ 2,340,358	$ 2,511,886	$ 2,834,359	$ 2,808,092	$ 2,943,974	$ 2,822,965	$ 2,513,632	$ 2,609,333	$ 2,393,893	$ 31,040,121
Penalty $	$ 12,708	$ 12,183	$ 28,499	12,293	13,795	15,286	16,697	17,352	15,545	$ 17,110	$ 48,310	$ 43,529	$ 253,307
Total Billed	$ 2,439,000	$ 2,453,914	$ 2,422,104	$ 2,352,652	$ 2,525,681	$ 2,849,644	$ 2,824,788	$ 2,961,326	$ 2,838,510	$ 2,530,743	$ 2,657,643	$ 2,437,422	$ 31,293,427
Raw Water Gallonage Billed													
Gallons (000)	417,880	430,520	384,500	411,830	424,110	451,820	486,370	482,310	407,220	440,770	410,810	447,970	5,196,110
$ Billed	130,629	134,580	120,195	128,738	132,577	149,733	161,183	159,838	134,952	146,071	136,142	148,457	$ 1,683,095
Water Billed vs Cash Receipts													
Billed $	2,426,292	2,588,495	2,542,298	2,481,390	2,658,258	2,999,378	2,985,971	3,121,164	2,973,462	2,676,814	2,793,785	2,585,880	$ 32,833,187
Cash Revenue $	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707	2,751,289	3,022,893	3,160,336	2,943,570	2,756,312	2,775,594	2,613,860	$ 32,948,149
% Cash to Billed	108%	101%	101%	98%	101%	92%	101%	101%	99%	103%	99%	101%	100.4%
Prior Year 2022													
Water Bill Count													
Original Bills													
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909
Delinquent Bills													
Residential	7,699	6,189	8,220	7,620	7,117	7,729	7,257	8,561	7,449	7,172	5,802	7,605	88,420
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4
Commercial	389	373	383	410	414	487	424	518	379	397	355	432	4,961
Total	8,089	6,563	8,603	8,032	7,531	8,216	7,681	9,079	7,828	7,569	6,157	8,037	93,385
Total Bill Count	37,925	33,696	41,536	35,915	36,603	38,149	36,402	39,414	36,518	36,103	33,997	39,036	445,294
Cubit Feet Consumption Billed													
Residential	11,184,528	10,282,443	11,409,142	9,982,145	10,705,055	12,338,176	13,438,177	13,103,207	11,762,804	10,998,390	10,395,253	11,341,951	136,941,271
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
Commercial	9,930,161	9,606,508	9,610,928	9,625,113	9,647,732	11,450,965	13,138,686	14,551,448	13,079,384	11,704,779	10,419,710	10,060,763	132,826,177
Total	62,585,516	64,473,843	60,039,873	63,252,759	61,092,742	69,932,335	71,704,549	75,724,713	72,426,776	67,637,232	63,889,428	63,717,040	796,476,806
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575
Water Billed $													
Residential	703,333	643,773	727,048	637,301	681,642	780,110	823,756	819,100	741,652	703,170	670,574	734,700	$ 8,666,160
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
Commercial	525,898	496,750	526,010	508,700	519,399	602,026	647,131	700,916	648,537	598,947	548,219	554,362	$ 6,876,895
Total	$ 2,361,409	$ 2,343,317	$ 2,325,396	$ 2,330,641	$ 2,317,643	$ 2,679,143	$ 2,752,018	$ 2,842,935	$ 2,728,333	$ 2,551,272	$ 2,422,162	$ 2,482,113	$ 30,136,381
Penalty $	$ 28,636	$ 1,256	$ 14,002	44,879	12,766	14,478	14,407	18,681	7,829				$ 156,935
Total Billed	$ 2,390,046	$ 2,344,573	$ 2,339,398	$ 2,375,521	$ 2,330,409	$ 2,693,620	$ 2,766,425	$ 2,861,616	$ 2,736,162	$ 2,551,272	$ 2,422,162	$ 2,482,113	$ 30,293,316
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
$ 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
Water Billed vs Cash Receipts													
Billed $	2,361,409	2,444,983	2,429,718	2,465,169	2,419,603	2,804,939	2,876,085	2,969,845	2,892,391	2,703,216	2,572,314	2,626,164	$ 31,565,835
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
% Cash to Billed	92%	114%	104%	99%	108%	93%	97%	104%	90%	29%	101%	99%	93.7%

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: ***Dec-23***

		Current Year Staffing Levels												Prior
	Budget	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Yr End**
Full Time Staffing														
Executive, City Clerk, Data/Comms	11	10	10	10	10	10	10	10	10	10	10	10	10	10
Finance	23	19	20	20	21	21	21	22	22	21	21	21	22	19
Human Resources	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Information Technology	8	9	8	8	8	8	8	7	8	8	8	8	8	9
Legal	7	7	7	7	7	6	7	7	7	7	7	7	6	7
Economic & Community Dev	27	26	26	26	25	24	24	24	24	24	24	24	24	27
Public Safety	270	250	247	244	246	251	250	249	251	258	258	257	256	249
Public Works	115	105	105	108	110	109	108	104	104	104	105	104	104	107
Total Full Time	465	430	427	427	431	433	432	427	430	436	437	435	434	432
Part Time Staffing														
Executive & Transit	-	-	-	-	1	2	2	3	3	2	2	2	2	-
Legislative	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Finance and Purchasing	-	3	3	3	3	3	3	3	3	2	2	2	2	3
Human Resources	-	1	1	1	1	-	-	-	-	-	-	-	-	1
Information Technology	-	-	-	-	-	-	-	1	1	1	1	1	1	-
Legal	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	1	1	1	1	1	1	1	1	1	1
Police and Fire	-	5	5	5	3	3	3	3	3	3	3	3	3	4
Public Works	-	1	1	2	3	13	13	11	9	1	1	-	-	-
Total Temporary	7	18	18	19	19	29	29	29	27	17	17	16	16	16
Total City Staff Headcount	472	448	445	446	450	462	461	456	457	453	454	451	450	448

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Dec-23

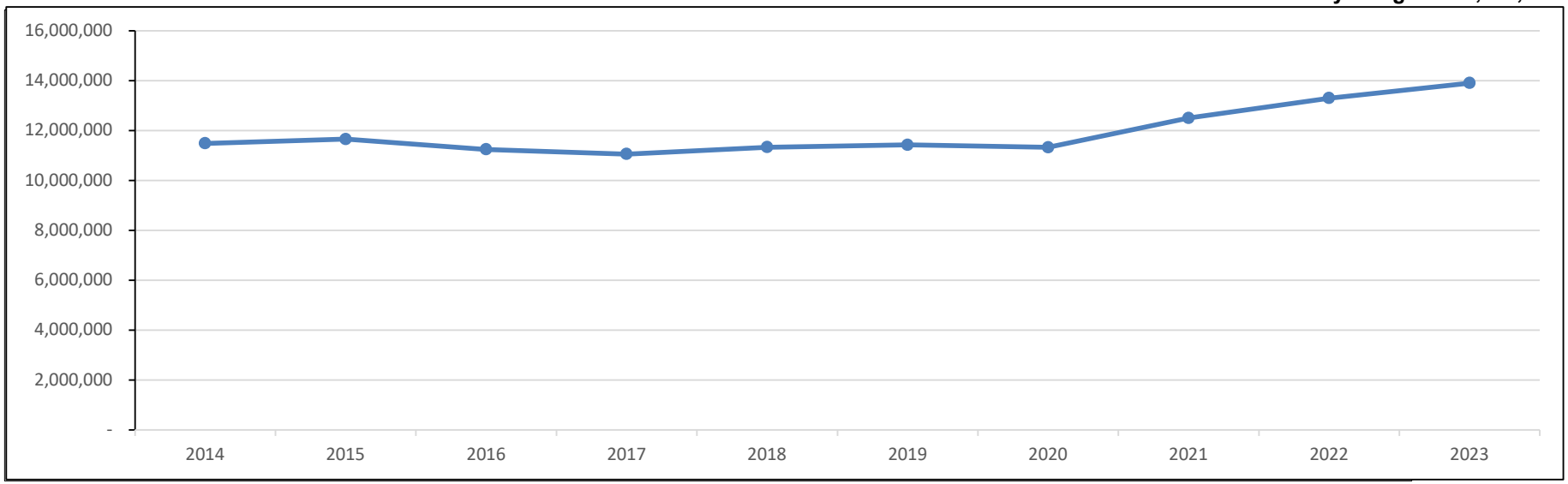
	Budget	Current Year Staffing Levels Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	7	6	6	6	6	6	7	7	8	8	8	8	7	5
Mass Transit & Facilities	4	4	4	4	4	4	3	3	2	2	2	2	3	4
Total	11	10	10	10	10	10	10	10	10	10	10	10	10	10
Finance														
Finance	14	12	12	12	13	13	13	14	14	13	13	13	13	12
Purchasing	2	1	2	2	2	2	2	2	2	2	2	2	2	1
Utility Customer Service	7	6	6	6	6	6	6	6	6	6	6	6	7	6
Total	23	19	20	20	21	21	21	22	22	21	21	21	22	19
Human Resources	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Information Technology	8	9	8	8	8	8	8	7	8	8	8	8	8	9
Legal	7	7	7	7	7	6	7	7	7	7	7	7	6	7
Economic & Community Devel														
Economic & Community Dev.	5	5	5	5	4	4	4	4	4	4	4	3	3	6
Building Inspections	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Neighborhood Inspection	9	8	8	8	8	8	8	8	8	8	8	8	8	8
Neighborhood Outreach	6	6	6	6	6	5	5	5	5	5	5	6	6	6
Total	27	26	26	26	25	24	24	24	24	24	24	24	24	27
Public Safety														
Fire	109	105	105	104	103	103	102	101	101	107	107	107	107	106
Police	161	145	142	140	143	148	148	148	150	151	151	150	149	143
Total	270	250	247	244	246	251	250	249	251	258	258	257	256	249
Public Works														
PW Engineering	12	10	10	10	12	12	12	12	12	12	12	12	12	11
Fleet Maintenance	8	7	7	8	8	8	8	8	8	8	8	8	8	8
PW Municipal Services	46	44	43	45	46	45	45	44	44	42	44	44	43	43
PW Administration	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Water Production (Admin)	3	2	2	2	2	2	2	2	2	2	2	2	2	2
Water Production (Lake Services)	7	6	6	6	6	6	6	6	6	6	6	6	6	5
Water Production South Plant	15	15	15	15	15	15	15	12	12	12	11	11	12	14
Water Services Distribution	22	19	20	20	19	19	18	18	18	20	20	19	19	22
Total	115	105	105	108	110	109	108	104	104	104	105	104	104	107
Total City Staffing	465	430	427	427	431	433	432	427	430	436	437	435	434	432
General Fund staffing	399	376	372	372	377	379	380	378	382	386	388	387	383	368
Other Fund staffing	66	54	55	55	54	54	52	49	48	50	49	48	51	55
Total staffing	465	430	427	427	431	433	432	427	430	436	437	435	434	423

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

STATE SALES TAX

Home

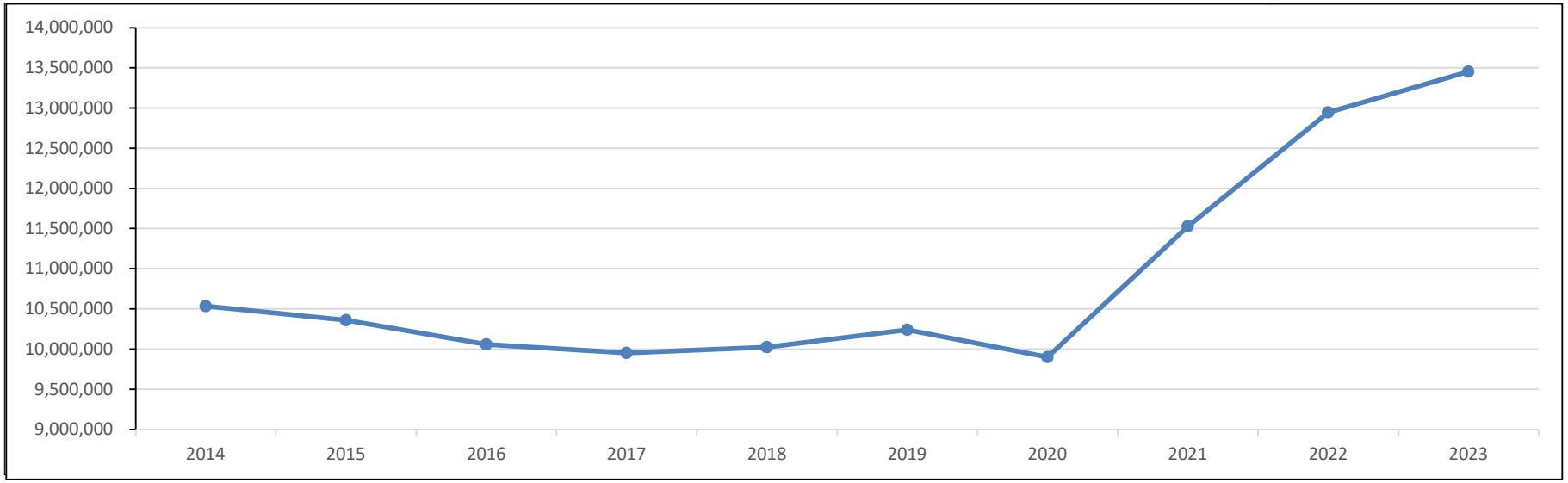
MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,222,864
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,200,298
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,154,653
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,242,689
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,159,563
TOTALS	**11,483,540**	**11,654,760**	**11,241,506**	**11,052,132**	**11,328,832**	**11,423,564**	**11,322,169**	**12,500,091**	**13,293,370**	**13,898,087**
									Year in Play Budget	**14,061,840**



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

LOCAL SALES TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,174,733
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,162,413
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,103,324
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,299,459
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,102,031
TOTALS	**10,534,258**	**10,359,805**	**10,058,133**	**9,950,270**	**10,024,104**	**10,239,908**	**9,899,988**	**11,527,023**	**12,943,770**	**13,452,640**
									Year in Play Budget	**13,501,160**

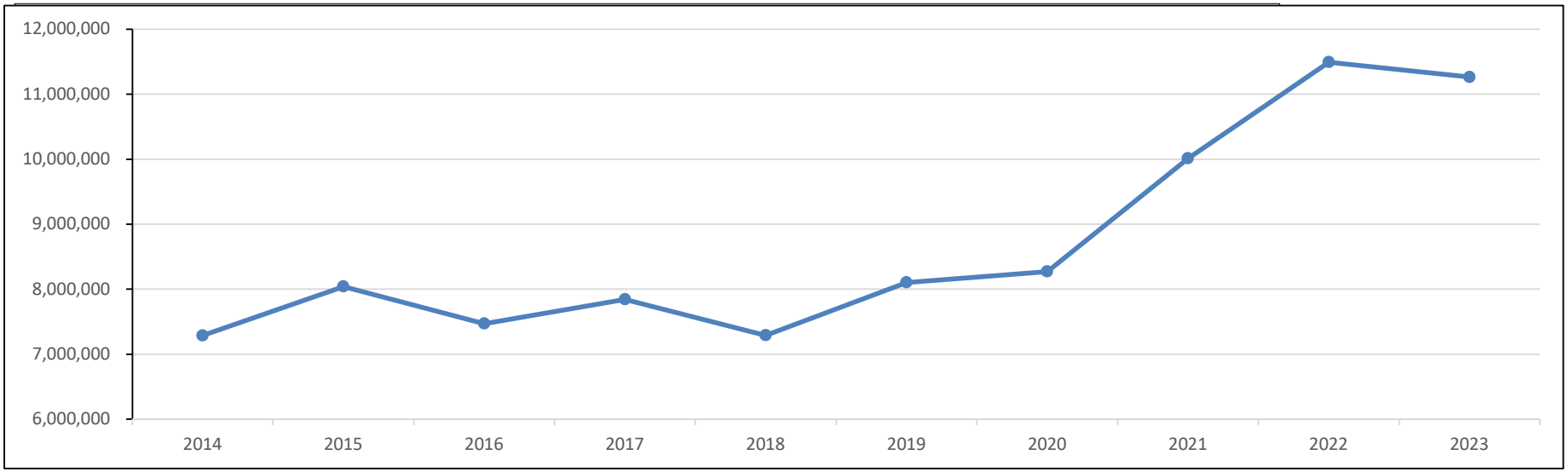


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	696,542
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	632,222
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,222,083
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	823,188
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	646,766
TOTALS	**7,286,357**	**8,039,696**	**7,470,934**	**7,843,458**	**7,289,905**	**8,102,353**	**8,272,095**	**10,012,130**	**11,491,369**	**11,263,730**
									Year in Play Budget	**11,874,000**

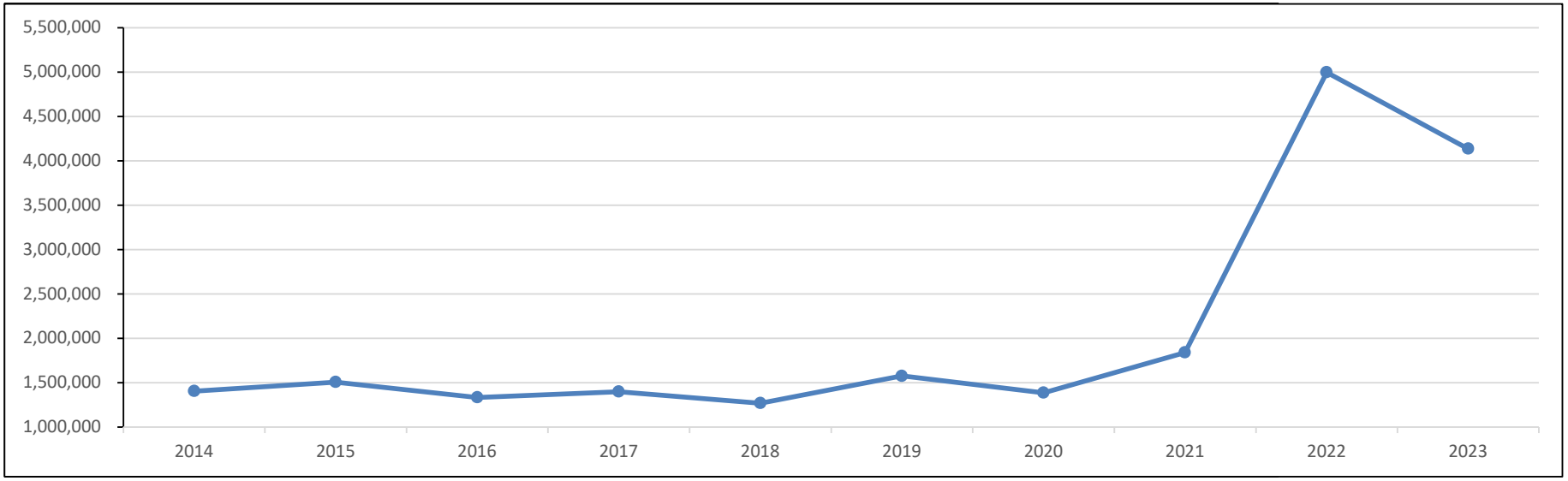


Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

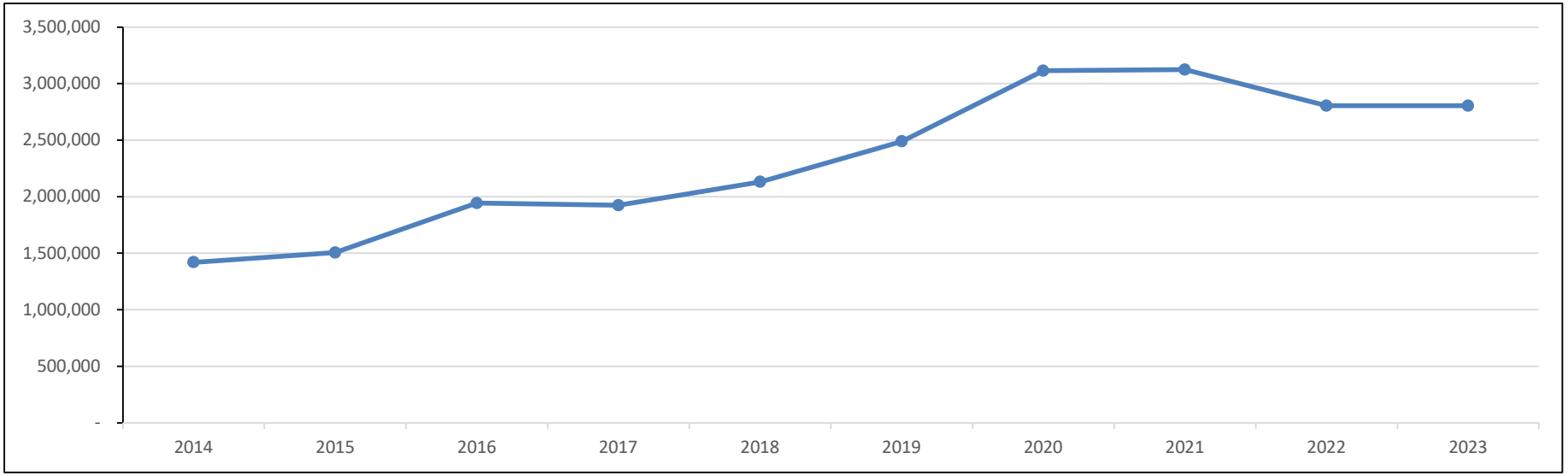
MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	893,076
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	-
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	719,448
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	116,408
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	598,448
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	170,202
TOTALS	**1,404,809**	**1,505,959**	**1,333,328**	**1,397,658**	**1,268,855**	**1,575,600**	**1,386,533**	**1,839,468**	**4,995,818**	**4,135,561**
									Year in Play Budget	**2,908,000**



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

LOCAL USE TAX

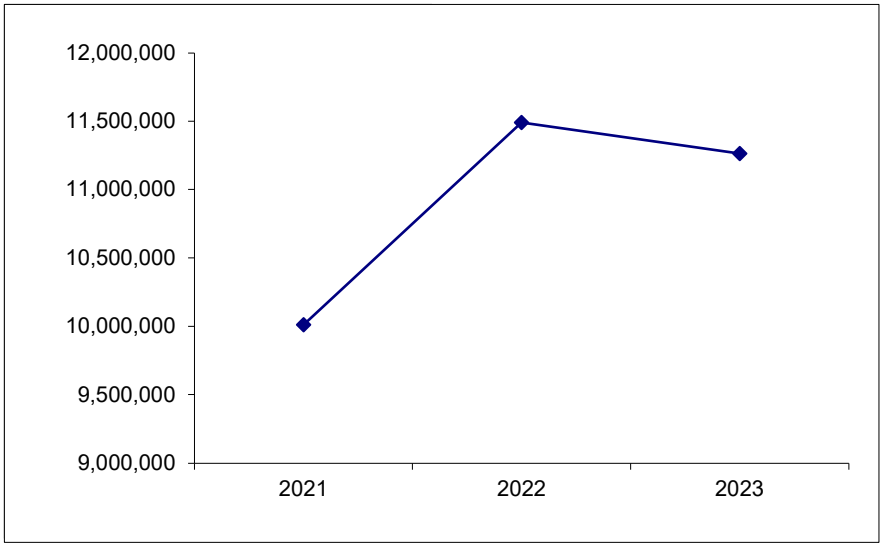
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Year in Play
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	215,778
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	213,410
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	160,202
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	225,763
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	214,136
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	237,674
TOTALS	**1,420,091**	**1,505,880**	**1,943,083**	**1,922,796**	**2,130,355**	**2,488,443**	**3,112,435**	**3,123,637**	**2,803,488**	**2,803,492**
									Year in Play Budget	**3,020,000**



Schedule presents State distribution of Use Tax.

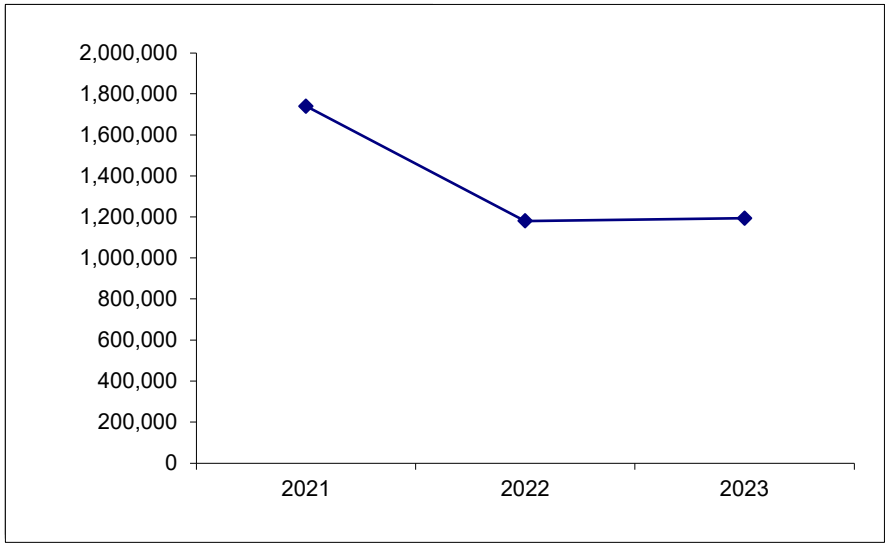
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021	2022	2023
JANUARY	807,110	960,878	1,049,580
FEBRUARY	853,298	1,198,126	1,037,782
MARCH	588,089	519,319	614,640
APRIL	937,702	1,109,452	989,236
MAY	1,280,911	2,238,522	1,696,424
JUNE	1,123,868	657,580	795,466
JULY	1,008,212	1,110,107	1,059,801
AUGUST	566,126	571,768	696,542
SEPTEMBER	597,861	621,357	632,222
OCTOBER	1,086,453	1,137,578	1,222,083
NOVEMBER	622,816	720,354	823,188
DECEMBER	539,685	646,330	646,766
TOTALS	**10,012,130**	**11,491,369**	**11,263,730**
		Current Budget	**11,874,000**
		Projected Amt Over (Under)	**(610,270)**



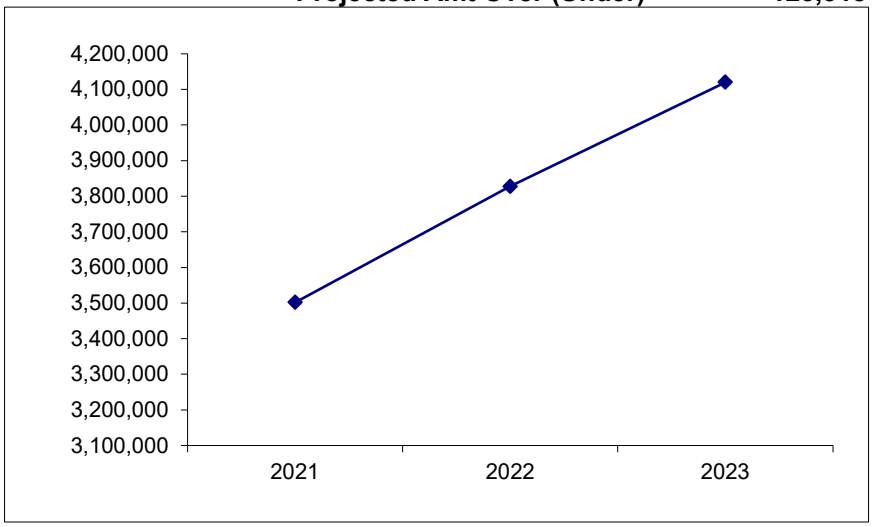
LOCAL TELEPHONE UTILITY TAX

MONTH	2021	2022	2023
JANUARY	585,430	99,599	100,718
FEBRUARY	105,214	94,273	101,222
MARCH	97,810	97,801	121,496
APRIL	91,598	95,983	107,186
MAY	97,948	94,162	89,187
JUNE	129,008	97,606	93,766
JULY	101,474	95,378	89,855
AUGUST	111,428	98,967	94,549
SEPTEMBER	108,598	87,617	91,316
OCTOBER	103,735	116,632	91,984
NOVEMBER	105,524	99,450	114,953
DECEMBER	102,715	103,560	97,923
TOTALS	**1,740,483**	**1,181,029**	**1,194,155**
		Current Budget	**1,183,000**
		Projected Amt Over (Under)	**11,155**



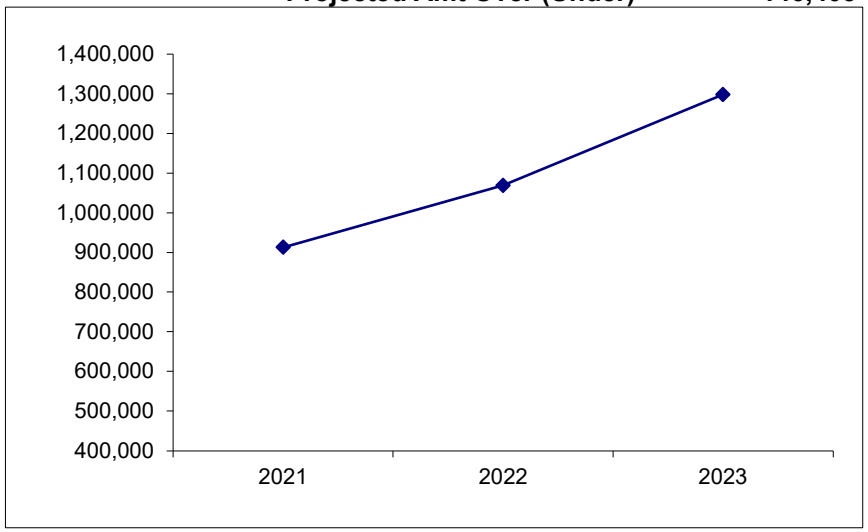
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023
JANUARY	259,733	325,939	349,168
FEBRUARY	237,003	268,346	310,308
MARCH	251,710	254,687	314,152
APRIL	316,741	328,645	344,283
MAY	302,025	320,770	356,811
JUNE	314,701	345,385	348,084
JULY	295,357	338,253	362,797
AUGUST	307,177	344,233	361,840
SEPTEMBER	345,458	318,028	356,626
OCTOBER	112,289	326,439	336,711
NOVEMBER	460,845	323,232	343,975
DECEMBER	299,194	333,647	335,562
TOTALS	3,502,233	3,827,604	4,120,318
		Current Budget	3,997,000
		Projected Amt Over (Under)	123,318



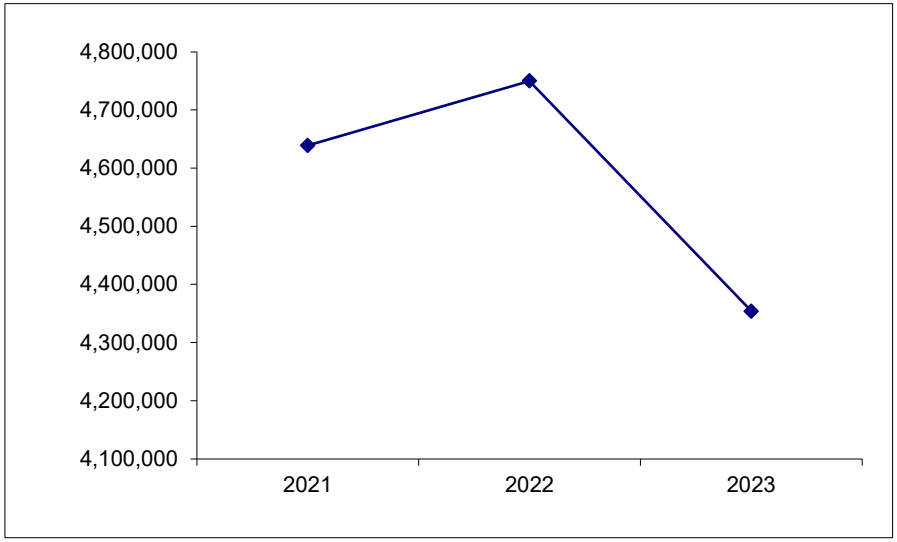
LOCAL HOTEL & MOTEL TAX

MONTH	2021	2022	2023
JANUARY	45,696	62,215	71,531
FEBRUARY	38,938	70,247	89,816
MARCH	46,068	65,323	74,851
APRIL	61,645	76,916	111,415
MAY	64,188	76,544	78,123
JUNE	80,612	95,446	114,607
JULY	82,463	104,261	112,386
AUGUST	96,057	91,208	124,206
SEPTEMBER	132,160	114,943	159,762
OCTOBER	39,548	101,643	142,033
NOVEMBER	147,855	120,882	116,698
DECEMBER	78,023	89,647	102,974
TOTALS	913,254	1,069,274	1,298,403
		Current Budget	1,152,000
		Projected Amt Over (Under)	146,403



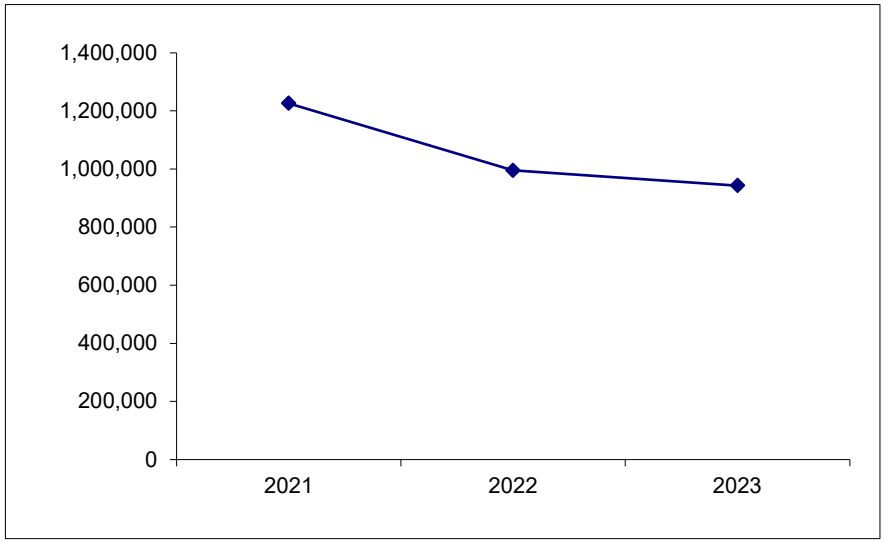
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023
JANUARY	387,338	451,232	494,772
FEBRUARY	-	-	511,814
MARCH	964,355	1,170,976	459,507
APRIL	406,775	453,756	411,867
MAY	369,203	376,488	357,677
JUNE	348,848	327,903	307,264
JULY	338,442	311,731	273,044
AUGUST	338,344	323,917	277,163
SEPTEMBER	375,057	323,685	319,748
OCTOBER	372,509	316,968	310,248
NOVEMBER	324,568	318,048	291,359
DECEMBER	413,270	375,073	339,785
TOTALS	**4,638,709**	**4,749,776**	**4,354,248**
		Current Budget	**5,337,000**
		Projected Amt Over (Under)	**(982,752)**



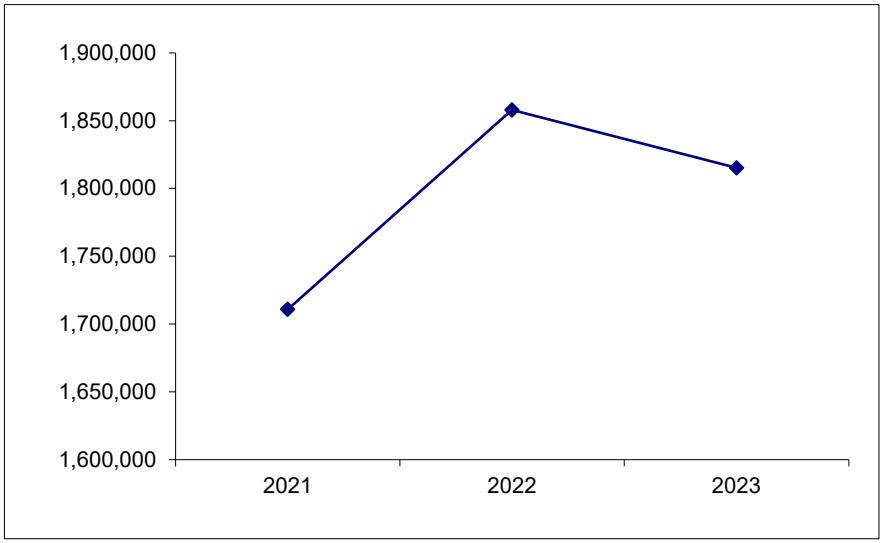
LOCAL CABLE TV TAX

MONTH	2021	2022	2023
JANUARY	115,677	13,687	11,674
FEBRUARY	248,600	235,066	228,468
MARCH	-	-	-
APRIL	14,722	12,982	-
MAY	238,382	245,500	241,582
JUNE	-	-	-
JULY	-	-	10,736
AUGUST	252,130	254,979	224,680
SEPTEMBER	-	-	-
OCTOBER	-	-	10,312
NOVEMBER	254,330	233,712	215,736
DECEMBER	102,715	-	-
TOTALS	**1,226,555**	**995,925**	**943,187**
		Current Budget	**1,034,000**
		Projected Amt Over (Under)	**(90,813)**



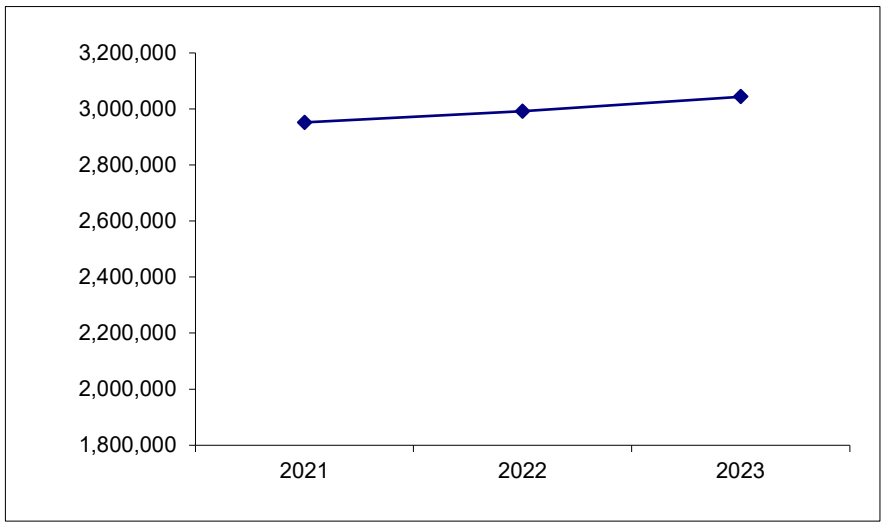
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023
JANUARY	137,973	155,334	154,093
FEBRUARY	116,174	146,251	142,970
MARCH	137,669	125,153	138,333
APRIL	141,621	142,456	150,252
MAY	143,395	147,235	147,736
JUNE	146,898	162,643	163,482
JULY	145,659	164,199	168,250
AUGUST	150,514	166,136	151,650
SEPTEMBER	151,331	173,019	154,583
OCTOBER	52,940	162,198	148,377
NOVEMBER	239,007	162,085	149,939
DECEMBER	147,717	151,229	145,591
TOTALS	1,710,898	1,857,939	1,815,258
		Current Budget	1,840,000
		Projected Amt Over (Under)	(24,742)



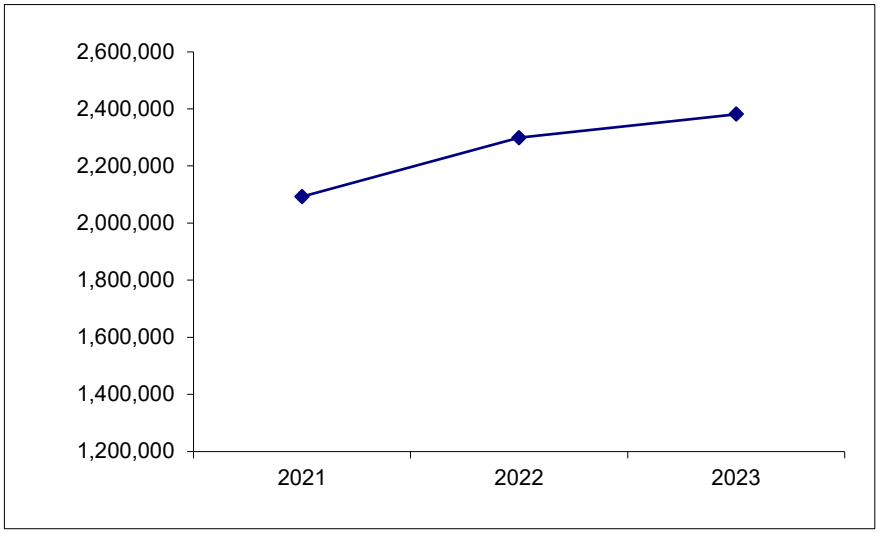
STATE MOTOR FUEL TAX

MONTH	2021	2022	2023
JANUARY	252,696	283,072	275,250
FEBRUARY	220,266	258,944	220,663
MARCH	208,011	178,756	225,950
APRIL	215,526	253,405	219,333
MAY	250,786	255,437	250,551
JUNE	248,729	256,227	254,697
JULY	255,517	265,264	264,536
AUGUST	253,309	259,754	251,674
SEPTEMBER	274,663	249,395	262,001
OCTOBER	263,188	252,007	277,605
NOVEMBER	242,427	239,391	249,118
DECEMBER	267,134	240,655	292,462
TOTALS	2,952,253	2,992,307	3,043,839
		Current Budget	3,194,000
		Projected Amt Over (Under)	(150,161)



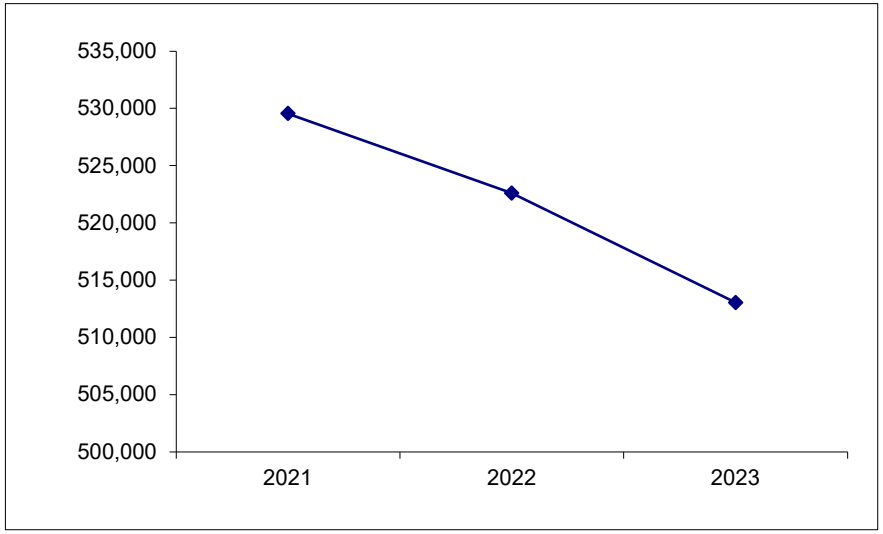
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023
JANUARY	85,531	186,950	187,712
FEBRUARY	-	194,055	194,632
MARCH	85,407	165,854	192,027
APRIL	176,056	170,074	196,183
MAY	257,275	230,570	233,599
JUNE	244,343	217,794	208,034
JULY	223,954	197,376	214,828
AUGUST	208,113	183,024	191,592
SEPTEMBER	217,309	190,168	196,948
OCTOBER	203,717	182,080	188,283
NOVEMBER	196,248	191,184	190,493
DECEMBER	194,733	189,255	186,923
TOTALS	**2,092,686**	**2,298,383**	**2,381,255**
		Current Budget	**2,386,000**
		Projected Amt Over (Under)	**(4,745)**



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023
JANUARY	3,989	-	-
FEBRUARY	-	6,010	250
MARCH	2,459	702	3,677
APRIL	2,018	-	100
MAY	194,556	288,825	143,125
JUNE	312,435	217,825	330,921
JULY	-	3,280	26,953
AUGUST	6,600	200	2,055
SEPTEMBER	3,593	600	400
OCTOBER	100	150	2,665
NOVEMBER	-	3,093	-
DECEMBER	3,807	1,914	2,900
TOTALS	**529,556**	**522,599**	**513,047**
		Current Budget	**531,000**
		Projected Amt Over (Under)	**(17,953)**



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

Treasurers Financial Report
December 2023

The Year in Play

The total revised budget for fiscal year 2023 authorizes $275.8 million in expenditures, against $236.7 million in authorized revenues.

The General Fund, as a part of the revised City budget, includes General Fund revenues of $87.4 million and expenses of $89.5 million.

City Financial Position

The City of Decatur ended the month with a total cash position of $120.2 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of $122 at the end of last month.

The City General Fund ended the month with a cash position of $23.3 million versus last month's cash position of $23.3 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 93 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at $20.9 million.

City cash reserves are contained in Special Revenue funds ($17.7 million), TIF Redevelopment funds ($2.5 million), Capital funds ($8.3 million), Debt Service fund ($1.2 million), Internal Service funds ($5.3 million) and Enterprise funds ($61.6 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-23	Nov-23	Dec-23	Comment
Special Revenue	19.6	18.5	17.7	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.6	2.7	2.5	Debt service and redevelopment agreement obligations
Capital	5.7	6.2	8.3	Capital funding available
Debt	2.2	1.2	1.2	Debt service obligations
Internal Service	4.5	4.7	5.3	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	63.1	62.7	61.6	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	98.7	96	96.6	
General Fund	25.8	25.6	23.3	Basic services to citizens and stakeholders
Total City Cash	124.9	122	120.2	

Year End Budget Review:

Revenues ended at $85.7 million ($1.7 million under revised budget) and expenses ended at $87.6 million ($1.9 million under revised budget) to bring the City to an overall deficit of $1.9 million. The general fund balance of the City ended at $23.3 million at December 31, 2023. The Cash reserve position is 93 days as of December 31, 2023. The change in cash reserve from the prior month is explained by the capital project transfers at the end of the year.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at $23.3 million. The current cash balance represents a cash reserve position of about 93 days. The general fund 90 reserve was calculated to be $20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

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

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

$(000)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	85,771	87,437	-2%
Expense	87,666	89,552	-2%
Surplus	(1,895)	(1,765)	

Revenue Comments

- There was not a December distribution of property taxes.
- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, distributed with a 1-3 month lag between merchant collection and distribution to the city, are generally slightly positive compared to last year.
- Projections are based on the adopted budget.

General Fund Revenue

Revenue to date through the period is $85.7 million versus revised budget to date revenue of $87.4 million, under budget by 2%.

Year-to-date position of revenue vs. budget - *Revenue numbers may not add due to rounding*

GENERAL GOV TAXES	Actual YTD	Adopted Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	11,549,938	11,940,000	(390,062)	
MOBILE HOME PRIVELEGE TAX	-	14,000	(14,000)	
STATE SALES TAX	13,744,087	13,914,000	(169,913)	-1%
TELEPHONE UTILITY TAX	1,194,155	1,183,000	11,155	1%
FOOD & BEVERAGE TAX	4,120,318	3,997,000	123,318	3%
HOTEL AND MOTEL TAX	1,298,403	1,152,000	146,403	11%
LOCAL SALES TAX	13,260,895	13,334,000	(73,104)	-1%
AVIATION FUEL TAX	25,473	8,000	17,473	69%
LOCAL USE TAX	2,803,492	3,020,000	(216,508)	-8%
AUTO RENTAL TAX	58,342	48,000	10,342	18%
UTILITY TAX - ELECTRIC & GAS	4,354,248	5,337,000	(982,752)	-23%
VIDEO GAMING TAX	2,381,255	2,386,000	(4,745)	0%
CABLE TV TAX	943,187	1,034,000	(90,814)	-10%
Sub Total	55,733,793	57,367,001	(1,633,207)	-3%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	80,378	56,000	24,378	30%
STATE REPLACEMENT TAX	3,163,176	2,000,000	1,163,176	37%
STATE INCOME TAX	11,263,730	11,873,999	(610,269)	-5%
FEDERAL GRANTS	8,840	350,000	(341,160)	-3859%
STATE GRANTS OR OTHER	-	150,000	(150,000)	
POLICE OT REIMBURSEMENTS	60,509	89,000	(28,491)	-47%
CANNABIS TAX	106,790	118,999	(12,209)	-11%
OPIOID TREATMENT FUNDING	50,000	-	50,000	100%
ADDI REIMBURSEMENTS	1,102	-	-	100%
Sub Total	14,734,526	14,638,000	95,425	1%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	8,635,365	8,662,604	(27,239)	0%
GENERAL GOV LICENSES/PERMITS				
Sub Total	1,601,869	2,257,000	(655,130)	-41%
GENERAL GOV OTHER				
Sub Total	5,066,332	4,172,396	893,937	18%
General Fund Total (year-to-date)	**85,771,886**	**87,097,000**	**(1,325,114)**	-2%

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

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

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax (Gen Fund)	13,914,000	13,744,087	98.8%	13,146,878	4.5%
Local Sales Tax (Gen Fund)	13,334,000	13,260,895	99.5%	12,776,121	3.8%
State Income Tax	11,874,000	11,263,730	94.9%	11,491,369	-2.0%
Utility Tax (Gas/Electric)	5,337,000	4,354,248	81.6%	4,749,776	-8.3%
Food & Beverage Tax (Gen Fund)	3,997,000	4,120,318	103.1%	3,827,604	7.6%
Use Tax	3,020,000	2,803,492	92.8%	2,803,488	0.0%
Video Gaming Tax	2,386,000	2,381,255	99.8%	2,298,383	3.6%
State/Local Replacement Tax (Gen Fund)	2,056,000	3,243,555	157.8%	3,802,389	-14.7%
Hotel & Motel Tax	1,152,000	1,298,403	112.7%	1,069,274	21.4%
Cable TV Tax	1,034,000	943,187	91.2%	995,925	-5.3%

General Fund Expense Comments

On a year-to-date basis, general fund spending is $87.6 million of a $89.5 million revised budget.

Year-to-date position of expense vs. budget

Expense numbers may not add due to rounding

	Actual	Yearly Revised Budget	% of Budget
General Government	18,358,670	19,328,490	95%
Developmental Services	3,893,179	4,287,539	91%
Public Safety	55,212,228	55,298,436	100%
Public Works	10,647,879	10,637,535	100%
General Fund Expense	87,666,891	89,552,000	98%

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

The Trust & Agency Fund balance 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	$ 204,147	Federally approved programs
Federal CDBG	$ 17,061	Community Development Block Grant
State Drug Enforcement	$ 441,815	Police programs
Federal Drug Enforcement	$ 389,347	Police programs
Building Fund	$ 657,267	R&M and capital of Library facility
Public Library	$ 1,801,536	Operational fund of Library
Library Capital	$ 869,827	Capital Expense requirements and cash reserves
Library Trust	$ 68,908	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	$ 1,754,808	Street repairs and maintenance
Motor Fuel Tax	$ 5,865,638	Street repairs and maintenance
Community Revitalization	$ 4,655,026	Revitalization initiatives
2018 Project	$ 2,989	General Obligation bond proceeds for construction of new fire stations
Capital Project	$ 4,888,772	Minimal funding available
Equipment Replacement	$ 1,735,677	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	$ 1,268,945	Debt payments on current debt issues
Fleet Maintenance	$ 938,045	Repair and maintenance of city vehicle fleet
Risk Management	$ 4,294,412	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	$ 114,302	Coverage for healthcare and other benefit expenses.
Public Transit	$ 9,874	Operational and capital funding of the transit system
Fiber Optics	$ 834,430	City investment in the next phase of a fiber optic network
Storm Water	$ 2,966,479	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	$ 13,352,418	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	$ 7,462,217	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	$ 23,902,474	Bond revenues in FY22
Grant	$ 51,025	Unbudgeted FY2022 grants
ARP	$ 1,611,812	Federal ARP funds as per city budget

Investments

City investments include about $51 million in US Treasury Bonds and an additional $20.4 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 $118.5 million in outstanding principal as of December 2023. All debt principal and interest payments are covered within the 2023 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is $29.3 million, with $228 million year-to-date. The total is 97% of the revised revenue budget of $236.7 million.

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

The property tax revenues received in FY2023 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2023

The levy is $15,323,128 million, excluding TIF districts. The tax rate is estimated at 1.62733% of the EAV of $941,610,236, with another $19.2 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide expenses during the reporting period were $18.7 million and $230.8 million year-to-date. The total is 84% of the annual revised expense budget of $275.8 million.

Water Utility

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

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) of about $0.88 million of revenue over expenses. In FY2022, the comparable was $1.1 million of revenue over expenses before debt and transfer to capital. In debt payments for the Fiscal Year, about $14.4 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 434 FTEs versus budget of 465 FTEs. There are 16 part-time and temp employees.

DATE: 1/11/2024

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a TIF Redevelopment Agreement Between the City of Decatur and County Line Plaza, LLC

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

MEMO

DATE: January 16, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a TIF Redevelopment Agreement Between the City of Decatur and County Line Plaza, LLC

RECOMMENDATION: It is recommended by staff that this Redevelopment Agreement with County Line Plaza, LLC be approved as presented.

BACKGROUND: The County Line shopping center is the strip mall shopping center south of the current Rural King and includes Famous Liquors, Dollar General, and Pride Cleaners. The City of Decatur previously provided a similar redevelopment agreement to Romano to repurpose the old Kmart building to become the Rural King. The previous RDA incentivized the addition of another smaller strip mall building in front of the Rural King where the current Jimmy Johns through AT&T tenants are located. In short, but for the previous RDA with Romano for the Rural King and outparcel development, the northern, half of this shopping center would not look like it does today without TIF, and TIF assistance was arguably the impetus for the improvements realized over the past decade.

This proposed RDA with County Line Plaza aims to do the same thing for the southern half of the same Shopping center. There are three phases of improvements for the shopping center moving forward. The first phase was the build of Take 5 and 7 Brew. Phase 2 is for the building of a new Starbucks and a new Shopping Center sign. The third Phase is to address the entire parking and circulation of the shopping center and install new facades and remodeling for the existing strip center. The first two phases are nearly complete with the Starbucks on track to open within a month or two. The third phase of the project will hopefully transform the shopping center into a more attractive modern looking shopping center.

This project is entirely within the Eastgate TIF. The RDA agreement commits to reimbursing the developer for actual TIF eligible expenses from real estate tax and sales tax increments. This means that the City will continue to receive the same amount of real estate and sales tax it previously did, but the increased real estate and sales taxes being generated due to these improvements will be available to reimburse the developer for underground utilities and infrastructure, parking lot improvements, and facades. This RDA only runs through the life of the TIF, which will end in 2029. But for this RDA, the shopping center would likely not receive any of these needed improvements. The proposed RDA only commits the city to pay what is generated by this TIF district. If the developer's upgrade costs exceed what is available in the Eastgate TIF fund, then he will be obligated to pay these extra costs.

STAFF REFERENCE: For any questions, the City Council may contact Jon Kindseth, Deputy City Manager and Scot Wrighton, City Manager.

RESOLUTION NO._____

RESOLUTION AUTHORIZING A TIF REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF DECATUR AND COUNTY LINE PLAZA, LLC

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting private development through economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base; and

WHEREAS, the subject area of this Redevelopment Agreement needs redevelopment and improvements to update the appearance to make the center more attractive and functional; and

WHEREAS, the property developer, County Line Plaza, LLC desires to invest millions of dollars to improve this aged shopping center, upon the terms and conditions provided with the attached Redevelopment Agreement; and

WHEREAS, the City Council of the City of Decatur, after due consideration, has concluded that this RDA will serve the best interests of the City.

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

Section 1. That the Redevelopment Agreement presented to the City Council between the City of Decatur and County Line Plaza, LLC be received and approved as presented in the attached Exhibit A.

Section 2. That the City Manager, or designee, is authorized to execute the Redevelopment Agreement, as attached heretofore as Exhibit A.

Section 3. That City staff is hereby authorized to provide the reimbursement allowed for in this agreement pursuant to the terms and conditions contained there in.

PRESENTED AND ADOPTED this 16th day of January 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

CITY OF DECATUR/COUNTY LINE PLAZA, LLC

REDEVELOPMENT AGREEMENT

THIS CITY OF DECATUR/COUNTY LINE PLAZA REDEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the __ day of _____, 2024, by and between the City of Decatur, Illinois, a municipal corporation, (hereinafter referred to as the "City") and County Line Plaza, LLC, an Illinois limited liability company (hereinafter referred to as the "Redeveloper").

RECITALS

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such is authorized and empowered to enter into economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base;

WHEREAS, the Developer wishes to substantially renovate, redevelop and improve its property located in the Redevelopment Area by installing infrastructure, completing multiple new outlot developments, renovating existing buildings and common areas and modernizing the exterior façade of the inline center, updating and improving common area signage and adding soft and hard landscaping all as more fully described on Exhibits 1 and 2 (with Parts A-C) to be updated and revised from time to time attached hereto and made a part hereof (the "Project"); thereby contributing to the economic development of the City and increasing the tax base thereof, and the City is willing to enter into an economic incentive agreement with the Developer to assure that said redevelopment and improvements occur;

WHEREAS, the Project is located within the boundaries of the Eastgate Commons Tax Increment Financing Redevelopment Project Area (the "TIF") as shown on Exhibit 1 attached hereto;

WHEREAS, without the assistance of the City as set forth in this Agreement, the Redeveloper would not undertake the Project;

WHEREAS, the construction cost of the Project including both hard and soft costs is estimated to be in excess of Seven and Half Million ($7.5M) Dollars as more fully shown on Exhibits 2A, 2B, and 2C with respect to Phases I, II, and III attached hereto and made a part hereof;

WHEREAS, the Municipality has determined that the Development Project requires the incentives requested as generally set forth in Exhibit 2 and that the Development Project will promote the health, safety and welfare of the Municipality and its citizens by attracting private investment to prevent blight and deterioration and to provide employment and generally to enhance the economy of the Municipality.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

"Applicable Law" means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Redeveloper, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of public facilities.

"Exterior Façade" means the architectural character, general composition and general arrangements of the exterior of the Project, and the adjacent plazas and pedestrian areas, including the kind, color and texture of the building material and the type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from public streets and thoroughfares.

"Final Site Plan" means the final plan for the Project or any phase thereof which sets forth the limits of the work to be done, the building locations, ingress and egress, loading areas, parking, if any, landscaping, signage and adjoining streets including one or more elevations or sketches showing the exterior features and designs of all the buildings or structures.

"Home Rule Food and Beverage Tax Increment" means for a calendar year an amount equal to the Municipal and Home Rule Food and Beverage Tax received by the City from the businesses located in that phase of the Project less the average annual Home Rule Food and Beverage Tax received by the City from the businesses located in that phase of the Project Area for the five-year period prior to October 1, 2022.

"Preliminary Plans" means plans and drawings, including a Preliminary Site Plan for each phase of the Project (Phase I and Phase II have previously been approved) which are preliminary to the Construction Plans, which plans and drawings include but are not limited to the limits of the work to be done, the location of buildings and all auxiliary structures, ingress and egress, loading areas, parking, if any, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project or any phase thereof.

"Preliminary Site Plan" means the site layout for the Project or any phase thereof including parking, if any, buildings, ingress and egress, pedestrian and vehicular circulation, utilities, grading, storm water detention, landscaping and service areas, and all proposed dedications and easements.

"Project" means the County Line Plaza Shopping Center, outlots and related facilities to be developed and constructed including property acquisition and reconfiguration costs by the Redeveloper as more fully on described on Exhibits 1 and 2 (including sub parts A-C) attached hereto and made a part hereof.

"Project Costs" means substantiated eligible redevelopment project costs as defined in Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), other than land acquisition costs within the footprint of the existing shopping center.

"Public Investment" means the rebate of Sales Tax Increment and Real Estate Tax Increment actually received by the City in the manner provided in Article IV of this Agreement.

"Real Estate Tax Increment" means the *ad valorem* real property taxes levied and received by the City on the Equalized Assessed Value of the Project, the Project Site and any other structures or buildings on the Project Site with respect to each tax identification number within the Project, less the tax received on the 2021 Equalized Assessed Value of each respective tax identification number or part thereof within the Redevelopment Area. For avoidance of doubt, if the area of the present tax identification number was part of a larger 2021 parcel, only the assessed value of the land or improvements located in the area of the new parcel will be considered. If that part of the 2021 tax parcel was vacant, then the land value only will be considered based on the acreage of the new parcel.

"Redevelopment Area" means the City of Decatur Eastgate Commons Redevelopment Project Area.

"Sales Tax Increment" means an amount equal to the Municipal and Home Rule Sales Tax received by the City from the businesses located in that phase of the Project in that quarter less the average quarterly sales tax received by the City from the businesses located in that phase of the Project Area for the immediately preceding five-year period prior to October 1, 2022.

"Substantial Completion or Substantially Complete" means complete construction of the shell and core, with finished interiors of common areas and, as to residential areas of each building, to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work.

ARTICLE II: DEVELOPMENT OF THE PROJECT

2.1 Development of the Project. The Redeveloper will utilize its best efforts to develop the Project in phases in a manner that is compatible with this Agreement and Applicable Law. The phases will be generally as follows:

Phase I: Outlot development of Lots 2 and 3 of Shapland-Cohen Subdivision together with common area renovation and improvements to the main shopping center and soft costs related to the reconfiguration of the shopping center as Described on Exhibit 2.

Phase II: Outlot Development on Lot 4 of Shapland-Cohen Subdivision, including utility infrastructure and Shopping Center sign renovation as Described on Exhibit 2.

Phase III: Redevelopment of the Main Shopping Center façade, common areas and renovation of in-line spaces as Described on Exhibits 1 & 2.

2.2 Progress Reports. During the development process, the Redeveloper shall submit annual reports to the City commencing on the first day of February 2024, and every year thereafter until Substantial Completion of the last phase of the Project which will provide the City with information concerning costs of the Project, leasing and sales activities, design of the Project, financing efforts and other matters relevant to the development and construction of the Project.

2.3 Preliminary Plans. The Preliminary Plans for Phase I of the Project are deemed approved, Preliminary Plans for Phase II of the Project are pending approval, and Preliminary Plans for Phase III shall be submitted separately.

2.4 Changes in Plans. Any substantial deviation from the Preliminary Plans will require City approval.

2.5 Final Site Plan. But no later than the submission of the Construction Plans, the Redeveloper shall submit to the City a Final Site Plan for that phase. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, this Redevelopment Agreement and Applicable Law.

2.6 Construction Plans. The Redeveloper has or will (as applicable) submit to the City no later than forty-five (45) days prior to the commencement of construction the construction plans for each Phase of the Project (the "Construction Plans"). The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans for that Phase, after reviewing said plans for compliance with Applicable Law, including but not limited to the

life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.

2.7 Amended Construction Plans. Prior to completion of the Project or any Phase thereof, if the Redeveloper desires to make any substantial change in the Construction Plans for a particular Phase which significantly affects the appearance, function, or structural integrity of that Phase, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Redevelopment Agreement, meet Applicable Law and do not create a fundamental change in the nature, size or aesthetics of that Phase, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. If the City disapproves of such change, it shall notify the Redeveloper in writing with specificity as to the reasons for the disapproval, in which event the Redeveloper may submit a revised change within a reasonable time thereafter. This process shall repeat until the revised plans are approved by the City or the change is abandoned by the Redeveloper. If such change is not so approved or rejected in writing within ten (10) working days of receipt of the submission to the City from the Redeveloper, such change will be deemed approved.

2.8 Commencement and Completion Requirements.

2.8.1 Commencement. The Redeveloper has completed Phase I of the Project and will use its best efforts to complete Phase II of the Project (which was commenced on July 11, 2023) no later than March 1, 2024. The Redeveloper shall work with the City to determine and agree upon a date to commence Phase III, but as of the date of this Agreement is not otherwise under an obligation to commence Phase III by a specific date.

2.8.2 Completion. The Redeveloper shall use its best efforts to Substantially Complete construction of the Project with respect to any phase thereof, within twelve (12) months after commencement of construction or other mutually agreeable date, subject to obtaining appropriate financing.

2.9 Certificate of Completion. Promptly after Substantial Completion of construction of the Project or any phase thereof and upon request of the Redeveloper, the City will execute and deliver to the Redeveloper a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns that the construction of the Project or any phase thereof has been Substantially Complete in accordance with the provisions of this Agreement.

2.10 Form of Certification. The certification provided for in Section 2.9 shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Macon County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in which respects the Redeveloper has failed to Substantially Complete construction of the Project in accordance with the provisions of this Agreement, or is

otherwise in default, and what measures or steps will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.9 and this Section 2.10.

2.11 Quality of Construction and Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to Applicable Law including, but not limited to, design standards, environmental codes and life safety codes. The Redeveloper shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and the Final Site Plan. If the Project is constructed in compliance with the Construction Plans as approved pursuant to Section 2.6 above, it will be deemed to be in conformance with Building Codes of the City.

2.12 Utilities. Except as otherwise provided in this Agreement, all arrangements for utilities must be made by the Redeveloper with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site; however, the City, if requested by the Redeveloper, shall make reasonable efforts to assist in obtaining utility rights, approvals and permits.

2.13 Insurance.

2.13.1 Liability Insurance Prior to Completion. Prior to commencement of construction of the Project or any phase thereof, the Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million ($1,000,000) Dollars each occurrence and Three Million ($3,000,000) Dollars total.

2.13.2 Builder's Risk Prior to Completion. During the construction of the Project or any phase thereof as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project.

2.14 Lien Waivers. All contracts for construction of the Project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.

2.15 Rights of Inspection. During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free

of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

ARTICLE III: CITY OBLIGATIONS

3.1 Public Investment. The City shall provide the Public Investment pursuant to Article IV below.

3.2 Zoning. It is contemplated by the City and the Redeveloper that the Project shall have a zoning classification which will permit the use of the Project as intended by this Agreement.

3.3 Easements. The City agrees to grant such temporary easements to the Redeveloper as necessary for the construction and completion of the Project or any phase thereof.

3.4 Permit Fees. The City agrees to waive the building inspection permit fees for Phase III of the Project, as an additional inducement to undertake this part of the Project.

ARTICLE IV: PUBLIC INVESTMENT

4.1 Public Investment. The City will provide a reimbursement for certain Project Costs, from the Sales Tax Increment and Real Estate Tax Increment for that calendar year actually received by the City from each phase the Project as follows:

(A) Commencing in the quarter following substantial completion of an applicable phase of the Project and continuing quarterly and as provided in Section (C) below, the Redeveloper shall receive quarterly thereafter an amount equal to One Hundred (100%) Percent of the Real Estate Tax Increment actually received by the City;

(B) Commencing in the quarter following substantial completion of an applicable phase of the Project and continuing quarterly and as provided in Section (C) below, the Redeveloper shall receive, an amount equal to One Hundred Percent (100%) of the Sales Tax Increment actually received by the City and One Hundred Percent (100%) of the Home Rule Food and Beverage Tax Increment received by the City;

(C) The obligation for the reimbursement of Project Costs provided herein shall terminate upon the earlier of receipt by the Redeveloper of an amount equal to One Hundred Percent (100%) of the Final Project Costs as submitted to the City per Section 4.2 of this Agreement or the expiration of the TIF (as may be legislatively extended). At the expiration of the TIF (if not legislatively extended) the last remittance of Home Rule Food and Beverage Tax Increment and Sales Tax Increment will be August 7, 2029, and the last remittance of Real Estate Tax Increment will be the 2029 tax year when paid in 2030. To the extent the TIF is extended, the foregoing last dates of remittance will be adjusted accordingly.

4.2 Adjustment of Public Investment. Upon completion of each phase of the Project, the Redeveloper shall submit to the City a Final Project Cost Analysis of all costs connected with the completion of that Phase. The Final Project Cost Analysis shall show TIF eligible costs separately from non-TIF eligible expenses. Total Public Investment shall not exceed

One and Half Million Dollars ($1,500,000.00) for Phases I & II combined. Public Investment shall not exceed Four Million Dollars ($4,000,000.00) for Phase III. In no case shall Public Investment exceed substantiated Project Costs.

ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

5.1 Conditions Precedent to Transaction. The City's obligations under this Agreement (including, without limitation, the obligation for Public Investment) shall, for each phase of the Project, be subject to:

(a) Insurance. Proof that the policies of insurance of the types and coverages specified in Section 2.13 hereof have been obtained and are in force with regard to that phase.

(b) Plans. Approval of the Plans and construction plans for each Phase of the Project pursuant to Article II hereof.

(c) Construction Contracts. Executed construction contracts covering the construction of each applicable Phase of the Project.

(d) Declaration of Covenants, Uses and Restrictions. Declarations of Covenants, Uses and Restrictions in the form attached hereto as Exhibit 3 executed by the Redeveloper covering that phase of the Project and that Portion of the Project Site related to that phase.

(e) Project Financing. Evidence of equity and/or debt financing for each applicable phase of the Project in an amount sufficient to complete that phase of the Project.

(f) Approvals. A certificate by the manager or authorized officer of the Redeveloper, as the case may be, that all of the approvals necessary to proceed with each phase of the Project as intended herein have been obtained including the approval of this Agreement.

ARTICLE VI: OPERATION OF THE PROJECT

6.1 Operation and Maintenance of the Project. The Redeveloper for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement. The Redeveloper shall operate the Project in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS

7.1 Project Subject to Redevelopment Agreement. The Redeveloper agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.

7.2 Non-discrimination. The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion,

sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

7.3 Property Taxes. Redeveloper acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Project Site. The Redeveloper covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Project Site, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Project Site, or a portion thereof, the City, no less than sixty (60) days after written notice to the Redeveloper, shall be entitled to rescind the grant of benefits by the City to the Redeveloper pursuant to this Agreement and after such rescission the Redeveloper shall promptly reimburse the City for the cost of all the benefits granted by the City to the Redeveloper pursuant to this Agreement that have theretofore been received by the Redeveloper in advance of the generation of tax increment. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Redeveloper, the Redeveloper takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Redeveloper shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement related to the loss of Tax Increment. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of real property taxes; provided, however, that the Redeveloper covenants and agrees that nothing contained herein shall relieve the Redeveloper from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes. This Section 7.3 shall be an obligation of the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) only during the period that the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) owns a direct or indirect interest in the Project or Project Site or any portion thereof.

7.4 Duration of Covenants. It is intended and agreed that the covenants provided in Sections 7.1 and 7.3 of this Agreement shall remain in effect until such time as Redeveloper has received reimbursement of all Project Costs or the expiration of the TIF (as extended) and that the covenants provided in Sections 7.2 hereof shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.

7.5 Covenants Running with the Land. Subject to Section 7.4, it is intended and agreed that the covenants set forth in Sections 7.1, 7.2 and 7.3 above shall be covenants running with the land and Sections 7.1 and 7.3 shall in any event be binding to the fullest extent permitted

by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 7.2 hereof, the City, the State of Illinois and the United States of America. Provided, however, this Agreement is not intended to create any obligations for a bona fide purchaser of a condominium unit beyond the ownership of that unit.

7.6 Covenants Binding for the Benefit of City. Subject to Section 7.5, it is also intended and agreed that the foregoing covenants set forth in Sections 7.1, 7.2 and 7.3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 7.4 and 7.5.

7.7 Forms of Covenants and Restrictions. Certain of the covenants, uses and restrictions referred to in this Article IX shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 3, which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Redeveloper commences construction of the Project or any phase thereof.

ARTICLE IIX: INDEMNIFICATION

8.1 Redeveloper Indemnification of the City. So long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), the Redeveloper agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Redeveloper's operation or management of the Project, or from any work or thing done by the Redeveloper on the Project Site, or any work or activity of the Redeveloper connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Redeveloper or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; (v) any violation of Applicable Law or (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of interests in the Redeveloper, its affiliates or any part of the Project. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article X shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project or Project Site or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Project Site or part thereof. Provided, notwithstanding the foregoing, the Redeveloper shall not be liable to indemnify and hold the City harmless from any portion of any such loss,

liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

8.2 City Indemnification of the Redeveloper. To the extent not prohibited by law, the City of Decatur, so long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Redeveloper and its directors, officers, employees and agents from any and all claims, damages, costs, and expenses, including without limitation, reasonable attorney's fees caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Redeveloper harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the City, upon receipt of notice in writing from the Redeveloper setting forth the particulars of such claim or action, the City shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The Redeveloper shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Redeveloper. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq*. In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, not withstanding the foregoing, the City shall not be liable to indemnify and hold the Redeveloper harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Redeveloper, its officials, agents, or employees.

ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction. The Redeveloper represents and agrees that except as otherwise provided herein, prior to the Substantial Completion of construction of any Phase of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof) the following prohibitions and restrictions shall apply to the transfer of the Project or that phase:

9.1.1 Prohibitions. Except only by way of security for a mortgage, deed of trust or other facility only for the purpose of obtaining equity or debt financing necessary to enable the Redeveloper to construct the Project or a phase thereof, the Redeveloper has not made or created, and will not, prior to the Substantial Completion of construction of the Project or a phase thereof as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project or a phase thereof, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements,

leases with Project tenants, without the prior written approval of the City. Notwithstanding the foregoing, Redeveloper's transfer of title to Lots 1-4 of the Shapland-Cohen Subdivision is approved and Redeveloper shall be entitled to assign the Phase II increment payments to the owner of the Phase II lot in consideration of the improvements to be made thereon.

9.1.2 Conditions for Approval. The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval pursuant to this Section 9.1, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).

(b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement with respect to the property it acquires and agrees to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.

(c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.

(d) The Redeveloper and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of this Agreement.

(e) The consideration payable for the transfer or assignment by the transferee or assignee or on its behalf shall not exceed an amount representing the

actual cost (including carrying charges) to the Redeveloper of the Project (or allocable part) and the purpose of this provision is to preclude assignment of this Agreement or transfer of the Project or the Project Site (or any parts thereof) for pecuniary gain or profit prior to Substantial Completion of the Project and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the purchase price of the Project Site to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this Section 9.1.2(e) and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City at the same time as or prior to the transfer.

9.2 Transfer of Project After Completion of Construction. After Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof), the Redeveloper (and any subsequent Owner of a Phase or any part thereof) may (but is under no obligation to) transfer the Project (or any portion thereof) without the consent of the City by instrument in writing reasonably satisfactory to the City, and in a form recordable among the land records, pursuant to which the transferee shall expressly assume with regard to the Phase (or any portion thereof) all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject with regard to the Project or any portion thereof. Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Phase (or any portion thereof), shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project, a Phase (or any portion thereof), or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer. No such transfer shall be deemed to transfer any rights of the Redeveloper to the reimbursements set forth under Article IV above, unless such rights are expressly set forth in the instrument of assignment.

9.3 Status of Assignee. Any assignee of the Redeveloper prior to Substantial Completion, who is approved under the terms of 9.1 above, may be designated in whole or in part the "Redeveloper" for all purposes of this Agreement as to such portion of the Project that has been assigned. Redeveloper may (but is not obligated to) provide by agreement for the sharing of any incentives or obligations pursuant to this Agreement at the time of any such assignment. If so elected by the Redeveloper, it may retain rather than assign the incentives provided under this agreement. If any agreement to assign so provides, the City will make payments directly to the Assignee as to the rights so assigned therein.

9.4 Assignment to Affiliated Entity. Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided

that such entity or its guarantors has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 9.1.2(a) through (d) of this Agreement.

9.5 No Release of Redeveloper. Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE X: DEFAULT AND REMEDIES

10.1 Events of Default. The following shall be events of default (the "Events of Default") with respect to this Agreement:

10.1.1 Misrepresentation. If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

10.1.2 Breach. Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.

10.2 Remedies Upon Default. In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default can not be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the City or the Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

10.3 Other Rights and Remedies of City and Redeveloper: Delay in Performance Waiver.

10.3.1 No Waiver by Delay. Any delay by the City or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or the Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact

made by the City or the Redeveloper with respect to any specific Event of Default by the Redeveloper or the City under this Agreement be considered or treated as a waiver of the rights of the City or the Redeveloper under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or the Redeveloper.

10.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

10.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of construction of the Project, the Public Projects or the Public Improvements or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper with respect to the beginning and completion of the construction of the Project, the Public Projects or the Public Improvements shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE XI: TERMINATION OF AGREEMENT

11.1 Termination by the City. The City has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the Redeveloper as follows if any Event of Default by the Redeveloper is not cured within the time frame set forth in Article XII above.

11.2 Termination by the Redeveloper. The Redeveloper has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the City as follows if any Event of Default by the City is not cured within the time frame set forth in Article XII above.

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to construction of the Project provided for in this Agreement that the following will apply:

12.1 Non-Discrimination. The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

12.2 Advertising. The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

13.1 Organization. The Redeveloper is an Illinois limited liability company and is in good standing with the State of Illinois.

13.2 Authorization. The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

13.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.

13.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.

13.5 Location of Project. The Project will be located within the Project Site.

13.6 Conformance with Requirements. The Redeveloper represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE XIV: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

14.1 Organization and Authorization. The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

14.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

14.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XV: MISCELLANEOUS

15.1 Prevailing Wages. In the construction of the Project the Redeveloper shall pay prevailing wages as determined pursuant to the Prevailing Wage Act of the State of Illinois, 820 ILCS 130 *et seq* and the Prevailing Wage Ordinance of the City subject to the following:

(a) A listing of the current prevailing wage rates is available through the Illinois Department of Labor.

(b) Contractors must comply with provisions of Public Act 93-38 which requires certain language pertaining to prevailing wage be inserted into subcontracts. A list of prevailing wages in effect must be posted at the Project Site.

(c) The Redeveloper must submit certified payrolls, to the Department of Labor to assure the payment of prevailing wage. This requirement applies to all contractors and subcontractors working on the Project. The City reserves the right to interview contractor's employees on the job to ascertain compliance with this requirement.

15.2 Authorized Representatives.

15.2.1 Redeveloper. By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the Redeveloper, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Redeveloper.

15.2.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the

Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

15.3 Entire Agreement. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper with respect to the subject matter hereof.

15.4 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

15.5 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.

15.6 Notices. Notices or demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to:

the City:

City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

with copies to:

City Manager

One Gary K. Anderson Plaza
Decatur, IL 62523

and to:

Corporation Counsel
One Gary K. Anderson Plaza
Decatur, IL 62523

the Redeveloper:

County Line Plaza, LLC
Attn: Les Cohen
406 SW Washington
Peoria, IL 61602

with a copy to:

Christopher D. Oswald
Miller, Hall & Triggs, LLC
416 Main St., Suite 1125
Peoria, IL 61602

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

15.7 Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

15.8 Project Sign. Prior to commencement of construction of the Project or any phase thereof, the Redeveloper shall place at the front of the Project or any phase thereof a Project identification sign which sign shall contain the following:

(a) A colored elevation view of the Project or any phase thereof being constructed;

(b) A listing of the Project team including the City; and

(c) A brief two (2) or three (3) line description of the Project.

15.9 Memorandum of Agreement. At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project and the Project Site in the form attached as Exhibit 4.

15.11 Further Assistance and Corrective Instruments. The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR
an Illinois municipal corporation

By: _____
Scot Wrighton
City Manager

Attest:

By: _____
Kim Althoff
City Clerk

COUNTY LINE PLAZA, LLC
an Illinois limited liability company

By Cohen Development Company, an Illinois corporation, its Manager

By: _____

Print Name: Leslie B. Cohen

Title: _____

Attest:

By: _____

Print Name: _____

Title: _____

CITY OF DECATUR/COUNTY LINE PLAZA, LLC
REDEVELOPMENT AGREEMENT

EXHIBITS

Exhibit 1 – Redevelopment Site Plan and Development Brochure

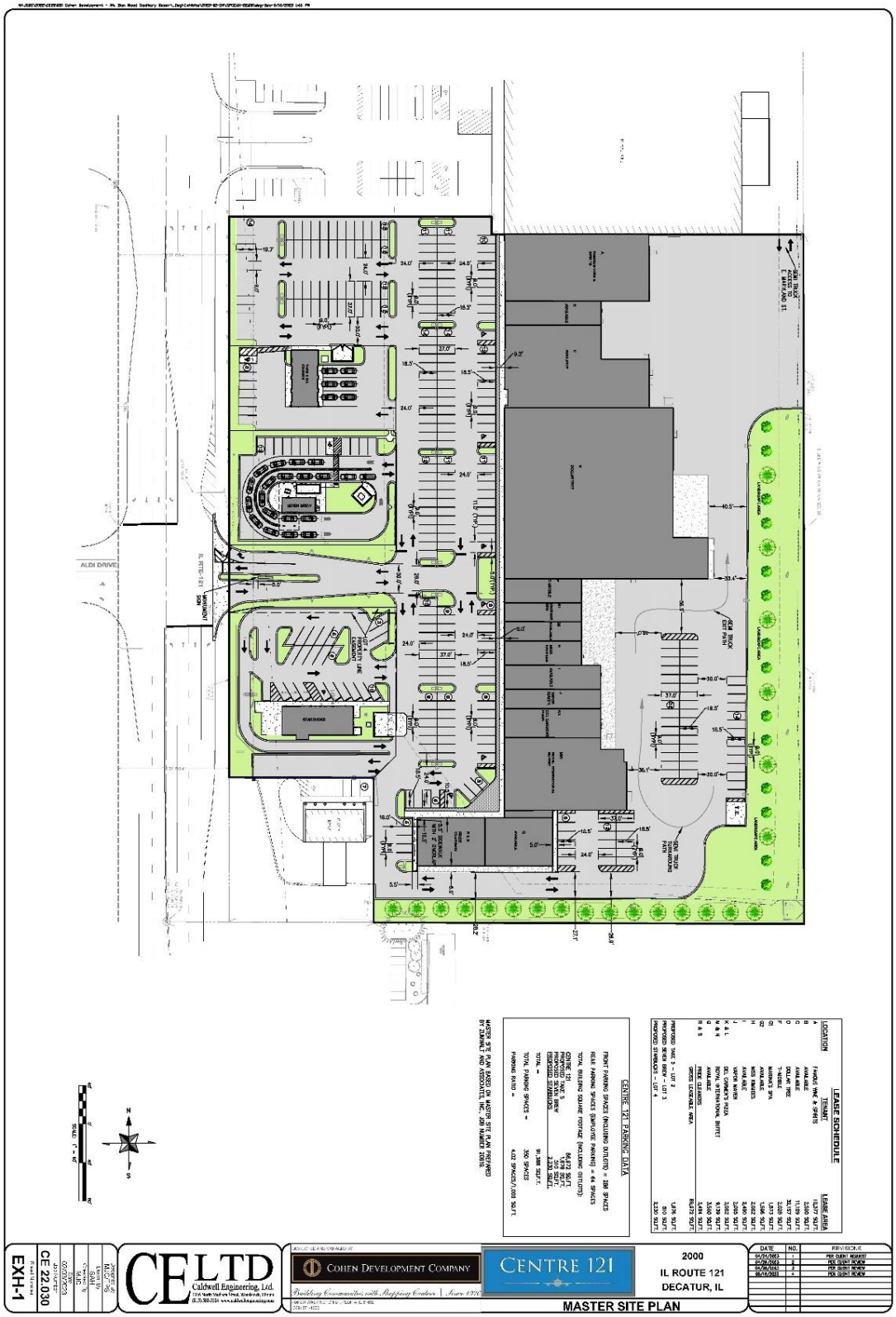
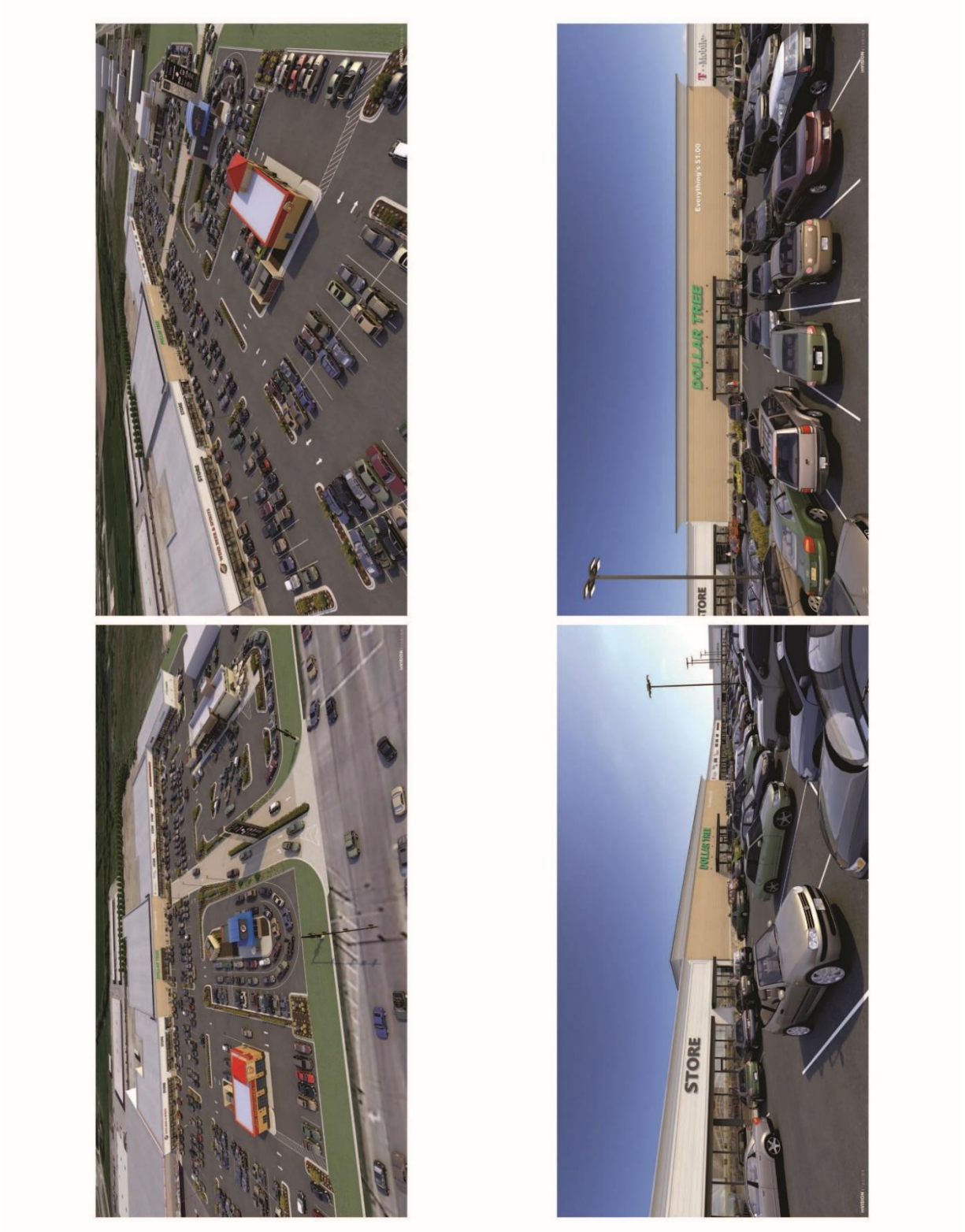


Exhibit 1 –Development Brochure (3 following pages)




ROYAL INTERNATIONAL BUFFET


ROYAL INTERNATIONAL BUFFET
STORE
STORE
STORE
STORE


DOLLAR TREE
Everything's $1.00
STORE


ROYAL INTERNATIONAL BUFFET

T-Mobile
Everything's $1.00
DOLLAR TREE

DOLLAR TREE
T-Mobile
Space Available
Space Available
Space Available
Space Available
Space Available
VAPOR HAVEN
STORE

T-Mobile
Everything's $1.00
DOLLAR TREE

DOLLAR TREE
T-Mobile
Space Available
Space Available
Space Available
Space Available
Space Available
STORE

Exhibit 2

2-A
(Phase I)

County Line Plaza, LLC
City of Decatur, IL - TIF Application Summary

EM - 3-21-2023

TIF: Eligible Project Costs - Phase I

A.	Property Assembly Costs		
	Land & Buildings	$	-
	Site Preparation	$	-
	Demolition	$	-
	Total Property Assembly Costs	**$**	**-**
B.	Professional Fees:		
	Planning/Engineering	$	129,455.33
	Legal	$	91,780.54
	Accounting/Financial	$	-
	Marketing	$	-
	Other Professional Fees	$	460.00
	Total Professional Fees	**$**	**221,695.87**
C.	Additional Services		
	Job Training	$	-
	Rehabilitation/Renovation	$	263,926.24
	Public Infrastructure	$	102,000.00
	Utilities	$	16,095.25
	Total Additional Services	**$**	**382,021.49**
D.	Interest Buy Down Allowance		
	Interest Buy Down	$	431,814.40
	Development Fee	$	30,185.87
	Total Interest Buy Down Allowance	**$**	**462,000.27**
Total TIF Allowable Expenses:		**$**	**1,065,717.63**
	Additional Building/Project	$	-
Grand Total Project Costs		**$**	**1,065,717.63**

Exhibit 2

2-B
(Phase II)

County Line Plaza, LLC
City of Decatur, IL - TIF Application Summary

EM - 3-21-2023

TIF: Eligible Project Costs - Phase II

A.	Property Assembly Costs			
	Land & Buildings	$	-	
	Site Preparation	$	-	
	Demolition	$	-	
	Total Property Assembly Costs	**$**	**-**	
B.	Professional Fees:			
	Planning/Engineering	$	18,704.35	
	Legal	$	30,741.75	
	Accounting/Financial			
	Marketing	$	-	
	Other Professional Fees			
	Total Professional Fees	**$**	**49,446.10**	
C.	Additional Services			
	Job Training	$	-	
	Rehabilitation/Renovation	$	-	
	Public Infrastructure	$	-	
	Utilities	$	24,952.00	(pylon sign)
	Total Additional Services	**$**	**24,952.00**	
D.	Interest Buy Down Allowance			
	Interest Buy Down	$	-	
	Development Fee	$	3,719.91	
	Total Interest Buy Down Allowance	**$**	**3,719.91**	
		$	-	
Total TIF Allowable Expenses:		**$**	**78,118.01**	
	Additional Building/Project	$	-	
Grand Total Project Costs		**$**	**78,118.01**	

Exhibit 2
2-B (2)

Project: Starbucks Decatur - New Building				
	Building Cost per SF			$ 807.58
Bid Date:	3/14/2023			
Prepared by	D. Joseph Construction			
	actual square footage			2,250.00
Bid Tab	Description		Sitework TIF Eligible costs	Total Costs Site & Bldg
1	Site work (earthwork, site concrete, utilities, landscape		$ 557,187	$ 557,187
2	Building Concrete		$ -	$ 62,500
3	Masonry (bldg and dumpster enclosure)		$ 12,000	$ 60,235
4	Structural/Misc Steel			$ 100,533
5	Rough framing			$ 147,026
6	Wood Siding/Metal Soffits			$ 31,505
7	Roof/fascia/canopy soffit			$ 90,548
8	EIFS/Building insulation			$ 34,260
9	Doors and Windows			$ 68,025
10	Awnings, canopies, fascia			$ -
11	Painting		$ 3,000	$ 15,000
12	Monument Signs		$ 38,000	$ 38,000
13	HVAC			$ 56,000
14	Plumbing		$ 2,500	$ 39,735
15	Electrical/Fire alarm/light poles		$ 35,000	$ 154,180
			$ 647,687	$ 1,454,734
	General Conditions/Supervision	10.00%	$ 64,769	$ 145,473
	Permit		$ 2,500	$ 7,500
	Design fees		$ 25,000	$ 55,000
	Bldrs risk,GL, Prof Liability		$ 5,000	$ 12,000
	Bldg Fee	8.50%	$ 63,321	142,350
		Total Costs	**$ 808,277**	**$ 1,817,058**
	Land Cost		$ 600,000	$ 600,000
	Broker fees		$ 40,000	$ 40,000
	Tenant allowance		$ 125,000	$ 125,000
	Attorney fees		$ 20,000	$ 20,000
	Appraisal		$ 3,000	$ 3,000
	Bank fees/financing		$ 65,000	$ 65,000
			$ 1,661,277	**$ 2,670,058**

Exhibit 2

2-C
Phase III

PROFORMA: COUNTY LINE PLAZA REDEVELOPMENT	PHASE 3 – REDEVELOPMENT	SUMMARY

PROJECT: COUNTY LINE PLAZA LLC dba CENTRE 121; DECATUR, ILLINOIS
PHASE 3 - FAÇADE AND COMMON REDEVELOPMENT
BY: COHEN DEVELOPMENT COMPANY, PEORIA, ILLINOIS
ASSUMPTIONS: Shopping Center Square Footage 90,000
Current Vacancy 20,000
DATE: LBC – REVISED 12-26-2023

DEVELOPMENT	CONTRACTOR(S) & PROFESSIONALS	REFERENCE / SOURCE / COMMENTS / CATEGORY	AMOUNT	PSF
HARD COSTS	Façade Redevelopment	*See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date*	$ 707,000.00	
	Flat Work	*See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date*	$ 194,592.00	
	Roofing	*See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date*	$ 647,735.00	
	Parking Lot Lighting	*See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date*	$ 227,000.00	
	Parking Lot -- Expansion and Resurfacing	*See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date*	$ 396,218.00	
	Tenant Allowance & improvements	*Averaged $10.00 psf / Estimated for Renovations of Existing Spaces*	$ 200,000.00	
	Parking Lot - Landscaped Islands - Infrastructure	*See attached hard costs detail / Renovations*	$ 204,000.00	
	Parking Lot - Landscaped Islands - Landscaping & Irrigation	*See attached hard costs detail / Renovations*	$ 30,000.00	
	Hard Costs Subtotal		**$ 2,626,545.00**	$ -
	Hard Costs Contingency	*Ten (10%) Percent*	$ 262,654.00	$ -
	TOTAL HARD COSTS		**$ 2,889,199.00**	
SOFT COSTS	Interim Re-Development Expenses	*See attached Soft Costs detail*	$ 232,649.97	
	A&E - Architectural - Design Development	*Estimated including reimbursable pre-development*	$ 75,000.00	
	A&E - Architectural - Pricing Documents and Construction Plans	*Estimated including reimbursable pre-development*	$ 100,000.00	
	A&E - Civil	*Estimated including reimbursable pre-development*	$ 50,000.00	
	Legal 1 - Leasing	*Estimated: six (6) new Leases*	$ 50,000.00	
	Legal 2 - Municipal, TIF & Other Redevelopment Agreements	*Redevelopment Agreement(s) and related municipal redevelopment agreements*	$ 50,000.00	
	Project Presentation, Promotion, Marketing	*Project Signage, Promotion, Internal Marketing (budget)*	$ 25,000.00	
	Leasing - Lease Commissions	*Estimated - $5.00 psf x 20,000*	$ 100,000.00	
	Permits, Fees, Other	*Estimated*	$ 25,000.00	
	Soft Costs Subtotal		**$ 707,649.97**	
	Soft Cost Contingency	*None*	$ -	
	TOTAL SOFT COSTS	*Est*	**$ 707,649.97**	
	TOTAL HARD AND SOFT COSTS		**$ 3,596,848.97**	
FINANCING COSTS	Loan - Interest	*Thirty Percent Loan Interest - Estimated $4M x 8% x 25 Years*	See Below	
	Financing Fees (including points)	*Estimated*	$ 30,000.00	
	Development Fees	*Five (5%) Percent*	$ 328,824.00	
TOTAL PROJECT COST	**TOTAL HARD AND SOFT COSTS**		**$3,975,672.97**	
	Loan - Interest x 30 Percent	**$4M x 8% x 300 = $9,166.00 less 30%**	**$2,749,800.00**	
	TOTAL PROJECT		**$6,725,472.97**	

COUNTY LINE PLAZA LLC PHASE 3 -- REDEVELOPMENT

FAÇADE RENOVATION & PARKING LOT REDESIGN

REDEVELOPMENT SOFT COSTS

Revised LBC 7-28-2022

COUNTY LINE PLAZA LLC dba CENTRE 121, DECATUR, ILLINOIS

PHASE 3 - FAÇADE AND COMMON REDEVELOPMENT

BY: COHEN DEVELOPMENT COMPANY, PEORIA, ILLINOIS

For new competive retail, and permanent parking necessity

	LBC -- REVISED 12-29-2023			
1	Civil Engineering - Zumwalt	Outlot 2 and 3 Closing	$ 31,509.75	
2	Civil Engineering - Zumwalt (cont'd)	Predevelopment	$ 46,965.33	Phase 3 - ?
3	Architectural Design	Invision Studios	$ 4,525.00	
4	Architectural Production (Construction Drawings)	See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date	$ 707,000.00	Phase 3?
5	Lease Commissions	See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date	$ 194,592.00	
6	Tenant Allowance	See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date	$ 647,735.00	
7	Legal - Elias	See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date	$ 227,000.00	
8	legal - Elias	See attached hard costs detail / Renovations / Inflation Adjusted from Bid Date	$ 396,218.00	
9	Legal - Miller, Hall & Triggs	Averaged $10.00 psf / Estimated for Renovations of Existing Spaces	$ 200,000.00	
10	Parking Lot - Landscaped Islands - Infrastructure	2019 - April 2022	$ 204,000.00	
	Parking Lot - Landscaped Islands - Landscaping & Irrigation			
			$ 2,576,545.00	
	TOTAL PRE-DEVELOPMENT SOFT COSTS	**Ten [10%] Percent**	**$ 262,654.00**	
			$ 2,839,199.00	

	FOR PHASE III -- REDEVELOPMENT			
			$ 75,000.00	
	Civil Engineering - Zumwalt (cont'd)	Predevelopment	$ 46,965.33	?
	Architectural Design	Invision Studios	$ 50,000.00	?
	Legal 1 - Leasing	Estimated: six (6) new Leases	$ 29,867.00	?
	TOTAL PRE-DEVELOPMENT SOFT COSTS - PHASE 3	**Project Signage, Promotion, Internal Marketing [budget]**	**$ 126,832.33**	**?**
	Leasing - Lease Commissions	Estimated - $5.00 psf x 20,000	100000	
	Soft Costs Subtotal		**$ 428,664.66**	
		None	0	
			707649.97	
			$ 3,546,848.97	
	Loan - Interest	Thirty Percent Loan Interest - Estimated $4M x 8% x 25 Years	See Below	
			328824	
	TOTAL HARD AND SOFT COSTS		$ 3,875,672.97	
	Loan - Interest x 30 Percent	$4M x 8% x 300 = $9,166,00 less 30%	2749800	
	TOTAL PROJECT		**$ 6,625,472.97**	

Exhibit 4

Prepared By:

Scot Wrighton
City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

—

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

_____, an Illinois _____ (the "Declarant"), is the owner of certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site").

The Declarant has entered into the City of Decatur/County Line Plaza Redevelopment Agreement (the "Agreement") dated as of _____, 2024, with the City of Decatur (the "City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement.

2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part thereof.

3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Decatur. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Decatur fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

GENERAL PROVISIONS

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until _____; and the covenants provided in Sections 2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

5. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event and without regard to technical classification or designation as legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 above, the City, the State of Illinois, and the United States of America.

6. Failure by the City or as the case may be, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

7. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

8 Covenants and restrictions of this Declaration may be amended by the Declarant only by duly recording an instrument, executed and acknowledged by the City.

Executed at Decatur, Illinois, on the date first above written.

_____
an Illinois

By: _____
Print Name: _____

Title: _____

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, an Illinois _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on his respective oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2024.

_____
Notary Public

Exhibit 4
EXHIBIT A
Project Site

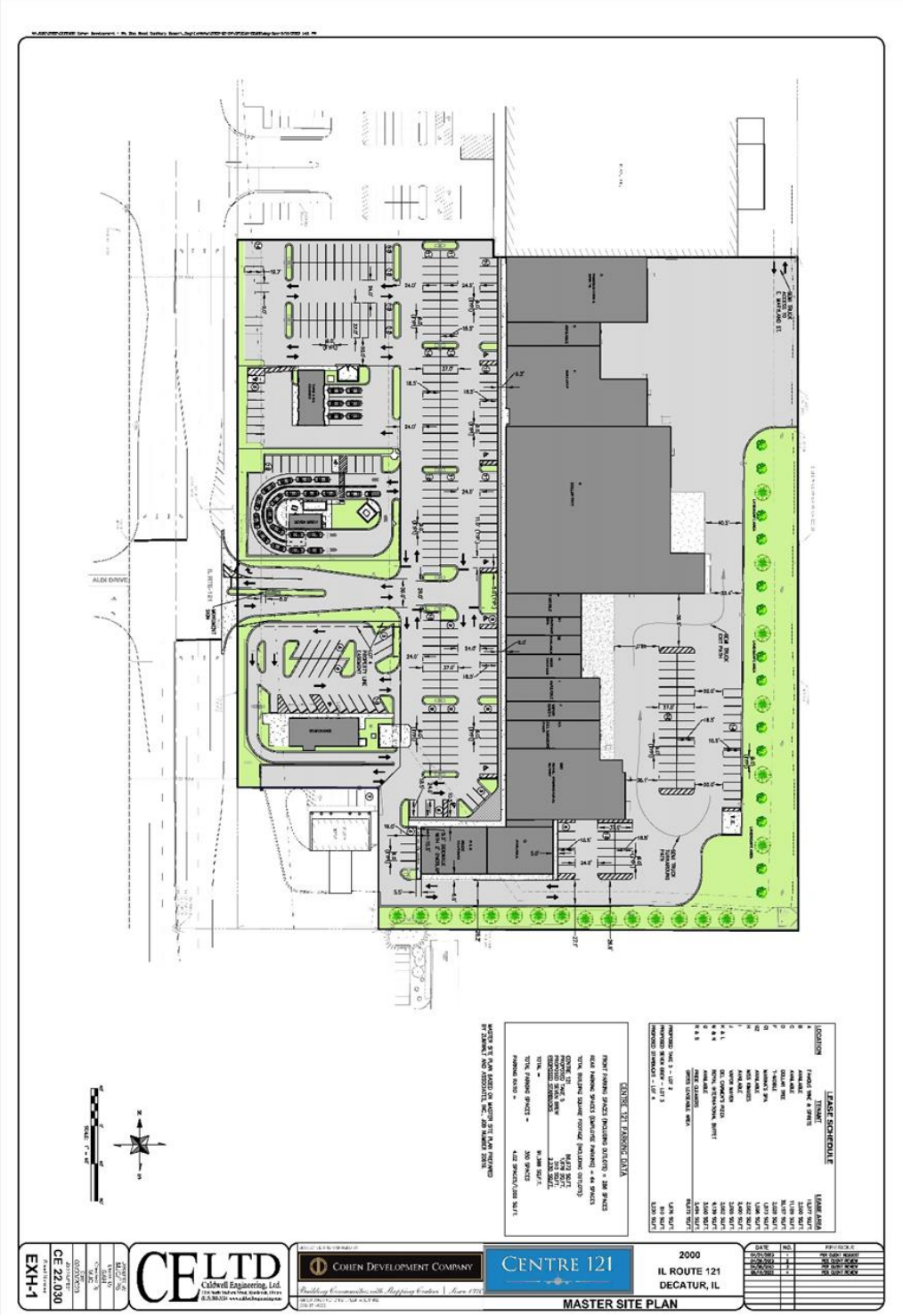


Exhibit 4

Prepared By:

Scot Wrighton
City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

MEMORANDUM OF AGREEMENT

_____ (the "Redeveloper") and the City of Decatur (the "City") have entered into a City of Decatur/County Line Plaza Redevelopment Agreement dated as of _____, 2024 (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: _____, 2024

CITY OF DECATUR
an Illinois municipal corporation

By: _____
Its City Manager

Attest:
By: _____
Its City Clerk

By: _____
Print Name: _____
Title: _____

Attest:
By: _____
Print Name: _____
Title: _____

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the City Manager and City Clerk, respectively, of the City of Decatur, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2024.

_____
Notary Public

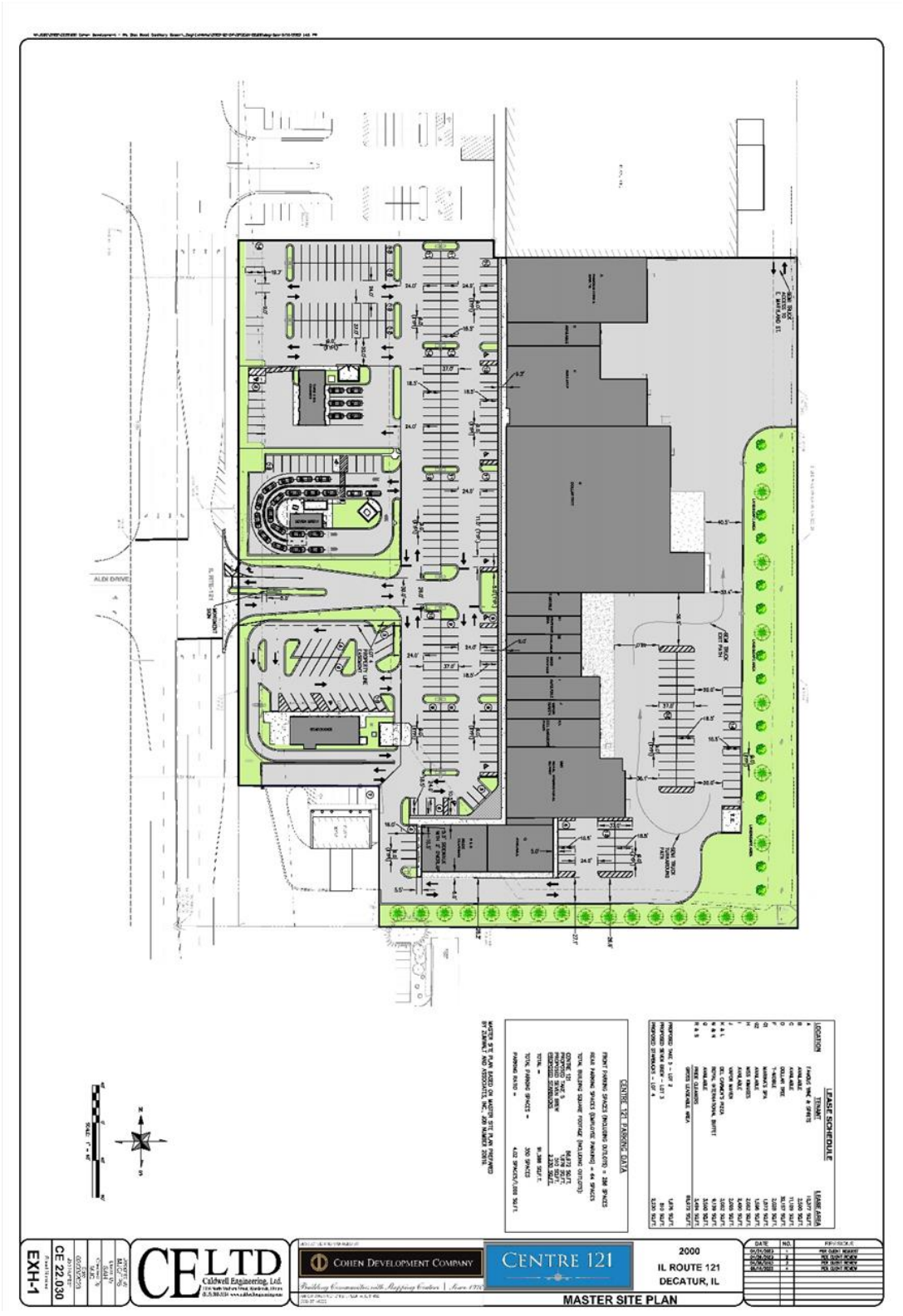
STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of _____, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such _____ and _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2024.

_____
Notary Public

Exhibit 4
EXHIBIT A
Project Site



City Clerk

DATE: 1/11/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Jon Kindseth

SUBJECT: Resolution Authorizing Amendment to InnovaFeed Development Agreement

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

MEMO

DATE: January 16, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Amendment to the InnovaFeed Redevelopment Agreement

RECOMMENDATION: It is recommended by staff that this amendment to the InnovaFeed RDA, providing for an extension along with other minor changes, be approved.

BACKGROUND: The City of Decatur approved a redevelopment agreement with InnovaFeed in 2020 for their first North American protein plant. The project ultimately has multiple phases, each one bigger than the previous. They have just recently completed the $10 Million Dollar pilot plant to begin to assimilate the animals to their new Illinois climate and environment. From this first phase they will go into the bigger plant for commercial production. In the redevelopment agreement InnovaFeed committed to spending $50 Million dollars for their multiple phases. They have already spent $10M for the pilot and the projected cost for Phase 1 is now $100M and Phase 2 is still unknown. All of this to say their investment in Decatur continues to grow.

This proposed amendment allows them more time to complete Phase 1. The original agreement required them to be completed with Phase 1 in 2024, whereas the amendment will allow them until 2027 to complete Phase 1. Phase 2 is expected within 5 years of Phase 1 in order for them to realize some of the State incentives offered to them. In addition to the time extension, we have cleaned up a few other things in the RDA with this amendment, such as lowering our water allocation being held for them, removing an unnecessary bond requirement, and other minor things. No additional incentives are being provided with this amendment.

STAFF REFERENCE: For any questions, City Council may contact City Manager Scot Wrighton or Deputy City Manager Jon Kindseth.

RESOLUTION NO. R2024_____

RESOLUTION AUTHORIZING AMENDMENT INNOVAFEED DEVELOPMENT AGREEMENT

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

Section 1. That the Amendment to the Development Agreement between the City of Decatur and Innovafeed, presented to the City Council herewith, and attached and marked as Exhibit A, be hereby received and approved as presented.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of January 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

AMENDMENT

THIS AMENDMENT ("Amendment") is made and entered into as of the _____ date of January 2024, by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and InnovaFeed, a French societe par actions simplifiee, the registered office of which is located 5 route de Chaulnes, Lieudit "Les Trente", 80190 Nesle, France ("Developer").

WITNESSETH:

WHEREAS, City and Developer entered into a Development Agreement ("Agreement") on December 7, 2020, relating to a Development Project in the City ("Project"); and,

WHEREAS, the Agreement provided certain incentives for Developer by the City based on certain performances by Developer; and,

WHEREAS, the Developer has begun development pursuant to the terms of the Agreement but seeks to amend the Agreement; and,

WHEREAS, the City believes the amendments to the Agreement are reasonable and necessary for the Project; and,

WHEREAS, the City and Developer desire to set forth the terms and conditions related to amendments to the Agreement as more particularly described herein; and,

WHEREAS, City and Developer desire and agree that all other terms set forth in the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. A portion of ARTICLE 1 is hereby amended to provide,

   "…

   "Phase 2" means a potential second phase of development, subject to additional project validation activities, for an insect production facility of 45,000 -60,000 metric tons insect protein produced annually.

   …."
2. Certain portions of ARTICLE II are hereby amended to provide,

   2.8.2 Completion.

The Developer shall Substantially Complete construction of the Project Phase I within seven (7) years from the date of this signed agreement or within two (2) years from commencement of construction or other mutually agreeable date.

2.18 Sewer Construction

If needed and requested by Developer and upon Developer completing on-site pre-treatment, City agrees to construct a gravity sewer that shall connect Developer's manufacturing plant to the City's wastewater collection system at an estimated cost of $1.25 million dollars. If the Developer confirms the need to construct the gravity sewer, the City commits to construct, and the Developer agrees to contribute to City the sum of Two Hundred Thousand Dollars (US $200,000) for this sewer construction which shall be paid to the City upon completion and certification of the sewer. The sewer shall be of sufficient size and capacity to receive the expected and reported sanitary and process waste flows of the Project. Design, construction and obtaining of all necessary IEPA permits for the construction of this sewer shall be the responsibility of the City. City shall own and be responsible for perpetual maintenance of said sewer.

3. 3. A portion of ARTICLE III is hereby amended to provide,

3.4 Water.

City can provide water for Project in an amount sufficient to meet Developer's reasonable demand requirement to a maximum of 750,000 gallons per day. Potable water connection shall be made at the Project property line in accordance with City Code and requirements and pay for said water in accordance with and consistent with City Code. Nothing in this Agreement shall obligate the Developer in purchasing and utilizing non-potable water from the City for use in its manufacturing process.

4. A portion of ARTICLE XIV is hereby amended to provide,

14.6 Notices

…the Developer:

Maye Walraven
InnovaFeed General Manager
WeWork
448 N. LaSalle St.
Chicago, IL 60654

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective corporate names by their respective officers duly authorized and their respective corporate seals to be affixed and attested by their respective officers having the day and year first above written.

CITY OF DECATUR, ILLINOIS,

a Municipal Corporation

BY:_____

ATTEST:

_____

City Clerk

INNOVAFEEED

BY:_____

ATTEST:

_____

DATE: 1/11/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Motion Adopting 2023-2025 Strategic Plan

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
FINAL 2023-2025 Priority Goals Report	Backup Material
DRAFT 2023-2025 Priority Goals Report	Backup Material
2023 Decatur Strategic Goals Website Preview	Backup Material

January 11, 2024

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager

RE: 2023-2025 Strategic Plan

It has taken longer than usual to get a final version of the 2023-2025 Strategic Plan back to the City Council for final approval. The facilitator's minutes, while thorough and accurate, were not in the format of the council's plan document. Additionally, the August 2023 retreat did not include (in the interests of time) a detailed discussion about which items from the 2021-2023 Strategic Plan should be retained, which should be amended, and which should be deleted. So, I sought to update the 2021-2023 document based on what I knew, the current status of active projects, and the direction provided by council members and the facilitator from last August's meeting. A first version of this document was distributed to council members in late 2023. A majority of council members provided detailed feedback on the draft. I have done my best to incorporate this feedback in the attached documents. Attachments include both an updated version, and a mark-up version showing additions in *italics* and ~~strike-outs~~ to show deletions since the last version distributed to the council in late 2023.

The City Council wanted the 2023-2025 document to be shorter, if possible; they also wanted to add a vision statement, and they wanted a companion document that could be used to track performance outcomes and measure success toward achieving the council's goals. What is presented to the City Council now incorporates these requests. There was division at the August retreat as to whether Goal #5 should be deleted or re-written (this is reflected in the facilitator's minutes), and this was not resolved. So, I took the path of trying to re-write this goal. Some of the projects discussed and prioritized by council members in August did not fit neatly into one of the existing 6 goal categories; so, they were inserted where it made sense to do so, and in one case the goal category was expanded to include more topics.

Creating a biennial strategic planning document for local government is a group process, and I suspect that every member of the City Council could find something in the wording and language of the proposed 2023-2025 Strategic Plan to take issue with. But since August, I have sought to clarify the work of the facilitator, discuss topics with council members, and distribute a draft of the document to council so that the version you now have could be as close as possible to including what the majority of council wants.

Unlike the 2023-2025 Strategic Plan, the separate template included in the packet concerning tracking and measuring of outcomes is an organic document that will continue to change month-over-month. I know that the City Council wants to use this document to report to

citizens about their progress; and as the template is populated with data in the future, I believe it can be used in this way.

I believe that updating the city's strategic plan every other year is an important and useful exercise; it gives focus to the work of the council and the staff, and communicates to citizens what topics have the highest priority. But it is doubly important now, because there will be a change in administrative leadership later this year, and an updated and affirmed strategic plan will be a useful document to whomever takes over as the next city manager.

It is recommended that the strategic plan document be approved.

City of Decatur, Illinois

"PRIORITY GOALS"

for

2023 – 2025

Decatur City Council

Mayor Julie Moore Wolfe

Dennis Cooper	Ed Culp	Lisa Gregory
David Horn	Chuck Kuhle	Pat McDaniel

Scot Wrighton, City Manager

The Priority Goals outlined in this report are the result of a special planning retreat of the Decatur City Council held on August 18, 2023 at The Decatur Club. The previous biennial plan has been revised to reflect new directions provided by the City Council.

Although the strategic plan changes every two years, past and current iterations reflect: 1) that many initiatives are multi-year or continuously ongoing projects; and 2) there is comparative consistency, continuity, and agreement about the council's broad goals moving forward, and that goals #1 and #2 remain the city's highest priorities. Additions to the 2023-2025 plan from previous plans include: a) a list of quantifiable performance outcomes to measure future success; and b) a vision statement.

Achieving the council's goals is not entirely the responsibility of municipal government—many goals, in fact, cannot be realized without close partnerships and cooperation with other entities. But this document articulates where the city is willing to lead, and what many of the most realistic strategies and initiatives should be, to make Decatur better.

VISION STATEMENT

The city of Decatur will be identified regionally as a compassionate family-friendly community with a sustainable commitment to better physical and mental health, vibrant business districts, and a citizenry that cares for one another by creating opportunities for people to succeed.

PRIORITY GOAL #1

Community Revitalization

OVERVIEW: Some Decatur neighborhoods have fallen into decline. What were once attractive and well-maintained, mostly owner-occupied, neighborhoods now experience urban blight. A significant number of properties in blighted urban core neighborhoods have transitioned to rentals, and in too many instances, landlords do not make investments in properties adequate for long-term maintenance; the number of vacant and uninhabitable houses is still too great. An exodus of population and commercial activity contributes directly to deterioration.

Appropriate interventions differ from neighborhood to neighborhood; and neighborhood revitalization is a long process. For this reason, the City Council has settled on a list of targeted strategies and methods of measuring progress toward future recovery. In this way the council and the rest of the city can see what strategies are the most successful and those strategies that do not work.

Forward progress has been made over the past four years toward this goal; but much work remains. The City's strategic roadmap has four key pillars:

1. Demolish whatever must be demolished because it cannot be salvaged
2. Repair and rehabilitate whatever structures can reasonably be salvaged
3. Use more aggressive code enforcement, property inspections, registrations and other enforcement strategies to improve the local building stock
4. Leverage private investment in the urban core with selective development of "catalyst" projects that are large and visible enough to spur adjacent improvement

Using neighborhood revitalization metrics developed by staff in 2019, the city measures the effectiveness of the city's efforts, evaluates progress trends and shapes new policy strategies. The following five metrics were used in 2019 and are used as performance measures moving forward:

- Changes in equalized assessed valuation by neighborhood
- Comparative condition of the housing stock by neighborhood using the structure-by-structure evaluation methodology developed for this purpose in 2019
- Percentage of lots/area in each neighborhood that are vacant and unused
- Comparative crime statistics by neighborhood
- Percentage of homes that are owner-occupied by neighborhood

Key Implementation Strategies (details for each strategy have been committed to writing and are available separately):

1. Repurposing land, envisioning alternative land uses, creating the kind of new and rehabilitated housing people want.
2. Give greater attention to corridor projects and other infrastructure improvements to catalyze community redevelopment
3. Incentivize people to remain and invest in the urban core.
4. Leverage private developer investments in the urban core to expand new land use opportunities
5. Integrate crime prevention strategies into community business and housing revitalization to advance safety and diversity initiatives

PRIORITY GOAL #2

Grow, Enhance, and Better Prepare the Local Workforce to Meet Current & Future Demands

OVERVIEW: There is an urgent need to develop a more effective approach for preparing and enlarging the local workforce to meet regional workforce requirements and ensure employers in all secure the workers they need.

There are numerous agencies in Decatur and Macon County currently providing workforce development services. But despite a multi-agency commitment to advancing workforce development, good paying jobs go unfilled due to lack of sufficiently prepared applicants.

The city and its partners should help employers find the labor and the skills they need to be successful because large employers often make expansion and new development decisions principally based on the availability of a reliable labor force. The city is committed to providing its citizens with diverse work opportunities to fit its diverse population.

Key Implementation Strategies:

1. Move forward with the recommendations from a county-wide study identifying gaps in the current workforce ecosystem.

2. Secure grants and formal commitments to fund and participate in more extensive workforce development training, and enlarging recruiting with trades.

3. Incorporate changing generational work ethic issues, provide wrap-around services, remove barriers to employment, help employers with varying work expectations, and strengthen equity and equality of access into the workforce and motivate people into sustainable employment situations (i.e, resulting higher employee retention rates).

4. Advance workforce development by stressing Decatur's overall quality of life features so that employees make long-term decisions about living in Decatur, because it is important that employees select Decatur as a place to live AND as a place to work.

5. Incentivize new and rehabilitated housing that especially appeals to younger workers, and other strategies to attract and retain more workers to Decatur.

PRIORITY GOAL #3

Take Downtown Decatur to the Next Level, because a Healthy Downtown Benefits the Whole City; and select other commercial districts for revitalization

OVERVIEW: The City of Decatur has made significant investments in its Downtown. The improved infrastructure has induced private investment in new restaurants, specialty shops and office buildings. Several building owners have opted to upgrade their properties by improving facades and investing in building rehabilitation. The City Council acknowledges, however, that the central business district has not yet reached its full potential to attract more commercial activity, urban residential living, entertainment and destination venues, etc.—all of which helps Downtown gain strength and grow outward into adjacent distressed areas to create a more well-rounded 'live-work-play-learn' environment in the city's center.

The City Council will continue efforts to make Downtown Decatur stronger and more vibrant, and to also apply the same redevelopment mantra to other unique commercial districts like the Oakwood District, because a healthy urban core, and healthy neighborhood shopping areas, are important indicators of local economic health. The following are specific objectives the City Council plans to pursue:

1. Provide financial incentives for development of Downtown residential projects.
2. Use a structured development strategy incorporating market analysis, new policies, public art, fresh designs, & tourism promotion to drive additional economic vitality and create "buzz."
3. Collaborate with and support the owners of the Lincoln Theater project and the Barnes-Citizen Buildings, and other anchor redevelopment sites Downtown.
4. Determine the best long-term uses for existing civic center and public open spaces downtown; select others to run events in these spaces.
5. Assist others in attracting professional and/or retail and housing uses into unoccupied spaces to attract and cater to a broad cross-section of the community.
6. Revise the downtown parking scheme to meet new downtown parking needs.
7. Connect new and existing development partners to grants, site information, new financing options, modern signage and uniform façade ideas, and provide other technical assistance to move projects forward.
8. Based on changing needs and land uses, update the Downtown area's boundaries and the incentives available in this area, and then decide which options can be implemented in other Decatur commercial districts.

PRIORITY GOAL #4

Select New Technologies to Improve Municipal Service Delivery, Create Efficiencies, and Enhance Access to Information and Services for the Citizens of Decatur

OVERVIEW: So-called "Smart Cities" are communities that deploy technology to solve problems, enhance service quality and improve efficiency. Due to financial constraints, the city must select wisely from the many technology enhancement options now available to municipal governments so that only the most cost-effective solutions, and those most suited to Decatur's needs and goals, are considered. Cost-benefit analyses should be conducted for large technology projects before they are approved and deployed to verify that the advantages warrant the cost and outweigh potential liabilities.

Key Implementation Strategies:

Develop a technology plan for the city of Decatur identifying and illustrating the impact of available new municipal technology and whether it can add value to city's service delivery and the lives of Decatur citizens; and then use these tools to connect policies with measurable performance outcomes.

1. Create a review process whereby staff can continue to monitor and evaluate emerging technologies of relevance to Decatur and link them to performance outcomes and progress reports tied to strategic goals.
2. Staff will research, identify and recommend technology applications most likely to bring added value to municipal problem-solving in these areas:
    a. Crime reduction applications: neighborhood cameras & worn body cameras, other technologies to help law enforcement solve crimes.
    b. Artificial Intelligence deployed information-gathering mechanisms that can connect with traditional and non-traditional communication platforms to receive and disperse more and better communication to/from citizens.
    c. Create a more modernized website and a "Decatur App" directing citizens and visitors to special events, businesses, downtown parking spots, visitor and guest services, and add better transaction portals to improve the municipal customer interface experience.
    d. Incorporate EV charging into various commercial districts and other locations in accordance with the 2024 EV Plan.
    e. Investigate and implement other new technologies designed to increase citizen engagement, and streamline interactions between residents and City officials, to connect with underreached population segments.

PRIORITY GOAL #5

Be more innovative in securing the city's financial security; enhance & expand utility assets to strengthen economic development

OVERVIEW: Decatur has experienced a decline in population as more people leave the State and the city. This directly impacts several categories of General and Special Fund revenues, as well as revenues distributed by State and Federal governments to social service agencies in Macon County.

The city of Decatur's budget has structural flaws (unsustainable public safety pensions, service delivery plans based on a larger population, high amounts of deferred maintenance, etc.) that require the city to vigorously pursue operational efficiencies, find new revenue sources, aggressively pursue annexation to drive up census numbers, and revisit whether or not existing service-delivery levels should be maintained "as-is" or modified to keep the city on a sustainable financial trajectory. Financial innovation requires going outside normal and historic practices.

Key Implementation Strategies:

1. Make long-term investments in utility infrastructure targeted to attract new employers that need the utility assets Decatur has to offer.

2. Examine and implement, as council directs, new revenue streams that will offset the need for future spending cuts and slowly shift reliance away from property, food & beverage and utility taxes. These include:
    a. Exploring city operation of utilities not under the city now
    b. Examining ways to monetize the large silt pile located east of the lake and created by the dredging project, and monetizing other city assets
    c. Auditing existing tax mechanisms, not to increase taxes generally, but to make them more equitable, efficient and evenly applied
    d. Develop a sustainable plan to finance neighborhood revitalization at existing levels.

3. Increase the local tax base with large new and rehabilitated housing developments, and bring new workers to Decatur, and new businesses of all sizes.

PRIORITY GOAL #6

Collaborate with others in ensuring integrated and wholistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur

OVERVIEW: The City has a long-term obligation to manage Lake Decatur so that it is a safe, clean, and a resilient water supply for the rest of the 21st Century. This means the city will need to take steps to more proactively manage the Upper Sangamon River watershed to reduce silt, sediment and nitrates flowing into Lake Decatur, engage in a program of shoreline protection, and regulate recreational uses of Lake Decatur so that they do not undermine water quality and watershed management objectives of the city. These goals and objectives should be integrated with efforts to: 1) maximize use of adjacent and adjoining assets, including those owned and operated by the Decatur Park District, the city, and others; 2) create more non-motorized transportation corridors as per the 2021 Regional Bicycle Master Plan; and 3) enlarge the city's water supply options.

The City and the Park District have collaborated in the past to develop a long-range plan for improvements in the Lake Decatur/Nelson Park/Scovill Park & Big Creek areas, and river-front zones below the dam. These documents need to be updated to reflect changed conditions, new projects added in recent years, and revised strategic directions.

Key Implementation Strategies:

1. Increase Decatur's water supply so the community has more drought resiliency and is able to attract more employers that need reliable water supplies.

2. Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and watershed protection.

3. Continue collaborating with the Park District and private entities to incrementally develop a full-service marina in Basin 2 so a greater number and diversity of people may access and enjoy Lake Decatur.

4. Enhance the appearance of transportation corridors leading in and out of Decatur; and add more railroad/street grade separations for safety and traffic decongestion, and add more 'way-finding' signage.

City of Decatur, Illinois

"PRIORITY GOALS"

for

2023 – 2025

Decatur City Council

Mayor Julie Moore Wolfe

Dennis Cooper	Ed Culp	Lisa Gregory
David Horn	Chuck Kuhle	Pat McDaniel

Scot Wrighton, City Manager

The Priority Goals outlined in this report are the result of a special planning retreat of the Decatur City Council held on August 18, 2023 at The Decatur Club. The previous biennial plan has been revised to reflect new directions provided by the City Council.

Although the strategic plan changes every two years, past and current iterations reflect: 1) that many initiatives are multi-year or continuously ongoing projects; and 2) there is comparative consistency, continuity, and agreement about the council's broad goals moving forward, and that goals #1 and #2 remain the city's highest priorities. Additions to the 2023-2025 plan from previous plans include: a) a list of quantifiable performance outcomes to measure future success; and b) a vision statement.

Achieving the council's goals is not entirely the responsibility of municipal government—many goals, in fact, cannot be realized without close partnerships and cooperation with other *entities.* ~~community organizations.~~ But this document articulates where the city is willing to lead, and what many of the most realistic strategies and initiatives should be, to make Decatur better.

VISION STATEMENT

The city of Decatur will be identified regionally as a *compassionate* family-friendly community~~; this means there is~~ *with* a sustainable commitment to better physical and mental health, ~~making the~~ *vibrant* business districts, ~~a destination for persons of all ages and interests, assuring the city is vibrant & safe, planning for non-motorized transport, building~~ *and a* citizenry that *cares for one another* ~~is demonstrably compassionate and caring of others, and~~ *by* creating opportunities for people to succeed.

PRIORITY GOAL #1

Community Revitalization

OVERVIEW: Some Decatur neighborhoods have fallen into decline. What were once attractive and well-maintained, mostly owner-occupied, neighborhoods now experience urban blight. A significant number of properties in blighted urban core neighborhoods have transitioned to rentals, and in too many instances, landlords do not make investments in properties adequate for long-term maintenance; the number of vacant and uninhabitable houses is still too great. An exodus of population and commercial activity contributes directly to deterioration.

Appropriate interventions differ from neighborhood to neighborhood; and neighborhood revitalization is a long *process* ~~game~~. For this reason, the City Council has settled on a list of targeted strategies ~~and neighborhoods~~, and ~~on~~ *methods of* ~~a process for~~ measuring progress toward future recovery. *In this way the council and the rest of the city can* ~~to~~ see what strategies are the most successful, and which ones do not work.

Forward progress has been made over the past four years toward this goal; but much work remains. The City's strategic roadmap has four key pillars:

1. Demolish whatever must be demolished because it cannot be salvaged
2. Repair and rehabilitate whatever structures can reasonably be salvaged
3. ~~Consider the~~ Use ~~of~~ more aggressive code enforcement, property inspections, registrations and other enforcement strategies to improve the local building stock
4. Leverage private investment in the urban core with ~~the~~ selective development of "catalyst" projects that are large and visible enough to spur adjacent improvement

Using neighborhood revitalization metrics developed by staff in 2019, the city measures the effectiveness of the city's efforts, evaluates progress trends and shapes new policy strategies. The following five metrics were used in 2019 and are used as performance measures moving forward:

- Changes in equalized assessed valuation by neighborhood
- Comparative condition of the housing stock by neighborhood using the structure-by-structure evaluation methodology developed for this purpose in 2019
- Percentage of lots/area in each neighborhood that are vacant and unused
- Comparative crime statistics by neighborhood
- Percentage of homes that are owner-occupied by neighborhood

~~Proposed & Approved~~ Key Implementation Strategies (details for each strategy have been committed to writing and are available separately):

1. Repurposing land, envisioning alternative land uses, creating *the kind of* new *and rehabilitated* housing people want.
2. ~~Use~~ *Give greater attention to* corridor projects and other infrastructure improvements to catalyze *community* redevelopment

3. ~~Incentive~~ *Incentivize* people to remain *and invest* in the urban core. ~~with incentives & modernized city codes~~
4. Leverage private *developer* investments in the urban core to expand new land use opportunities
5. Integrate crime prevention strategies into community *business and housing* revitalization ~~more effectively~~ *to advance safety and diversity initiatives*

PRIORITY GOAL #2

Grow, Enhance, and Better Prepare the Local Workforce to Meet Current & Future Demands

OVERVIEW: There is an urgent need to develop a more effective approach for preparing and enlarging the local workforce to meet regional workforce requirements and ensure ~~that the~~ *employers in all sectors* ~~energy, manufacturing, transportation, healthcare and other sectors~~ secure *the* workers they need.

There are numerous agencies in Decatur and Macon County currently providing workforce development services. But despite a multi-agency commitment to advancing workforce development, good paying jobs ~~in manufacturing, transportation logistics, healthcare and other key sectors still~~ go unfilled due to lack of sufficiently prepared applicants.

The city and its partners should help employers find the labor and *the* skills they need to be successful because ~~manufacturers and other~~ large employers often make expansion and new development decisions principally based on the availability of a reliable labor force. The city *is committed to providing its citizens with diverse work opportunities to fit its diverse population.* ~~will assist other agencies actively engaged in building and strengthening local workforces by:~~

Key Implementation Strategies:

1. Move forward with the recommendations from a county-wide study identifying gaps in the current workforce ecosystem.
2. Secure grants and formal commitments to fund and participate in more extensive workforce development training, *and* enlarging *recruiting with trades.*
3. Incorporate changing generational work ethic issues, *provide wrap-around services, remove barriers to employment, help employers with* varying work expectations, and *strengthen* equity and equality of access into *the* workforce ~~development, and planning and programs so that the city and its partners can better help~~ and motivate people *into* ~~appropriately and effectively to embrace a work ethic that results in~~ sustainable employment *situations* (*i.e, resulting higher employee retention rates*).
4. ~~Place more emphasis on helping local young people (high school and pre-high school) to develop necessary job skills to prepare them for work prior to graduation. This could include supporting efforts by other organizations to remove barriers to employment (e.g., missing life skills, coaching, childcare availability, transport, etc.).~~

5. Advance workforce development by stressing Decatur's overall quality of life features so that employees make long-term decisions about living in Decatur, because it is important that employees select Decatur as a place to live ~~rather than just~~ *AND as* a place to work. ~~This will include emphasizing the additive value to job access of the Decatur public transit system, the recreational value of Lake Decatur, cultural resources of Millikin University, a lower cost of living, the resources of the Decatur Park District, and other amenities that can attract and retain a diverse workforce.~~
6. Incentivize new and rehabilitated housing that *especially* appeals to young*er workers,* ~~people,~~ and other strategies to attract and retain ~~younger~~ *more* workers to Decatur.

PRIORITY GOAL #3

Take Downtown Decatur to the Next Level, *because* a Healthy ~~Core~~ *Downtown* Benefits the Whole City; *and select other commercial districts for revitalization*

OVERVIEW: The City of Decatur has made significant investments in its Downtown. The improved infrastructure has induced private investment in new restaurants, specialty shops and office buildings. Several building owners have opted to upgrade their properties by improving facades and investing in building rehabilitation. The City Council acknowledges, however, that the central business district has not yet reached its full potential to attract more commercial activity, urban residential living, entertainment and destination venues, etc.—all of which helps Downtown gain strength and grow outward into adjacent distressed areas to create a more well-rounded 'live-work-play-learn' environment in the city's center.

The City Council will continue efforts to make Downtown Decatur stronger and more vibrant, and to also apply the same redevelopment mantra to other unique commercial districts like the Oakwood District, because a healthy urban core *and healthy neighborhood shopping areas are* ~~is an~~ important indicators of local economic health. The following are specific objectives the City Council plans to pursue:

1. Provide financial incentives for development of Downtown residential projects.
2. Use a structured development strategy incorporating market analysis, new policies, public art, fresh designs, & tourism promotion to drive additional economic vitality *and create "buzz."*
3. Collaborate with and support the owners of the Lincoln Theater project and the Barnes-Citizen Buildings, and other anchor redevelopment sites Downtown.
4. Determine the best long-term uses for existing civic center and public open spaces downtown; select others to run events in these spaces. ~~encourage more events.~~
5. Assist others in attracting professional and/or retail and housing uses into unoccupied spaces to attract and cater to a broad cross-section of the community.

6. ~~Give special attention to rehabilitating the warehouse district north of Eldorado to Wabash Street and the adjacent Crossing Campus development.~~
7. ~~Create a unique "buzz" Downtown to attract a diversity of patrons and businesses.~~
8. *Revise the downtown parking scheme to meet new downtown parking needs.*
9. *Connect new and existing development partners to grants, site information, new financing options, modern signage and uniform façade ideas, and provide other technical assistance to move projects forward.*
10. *Based on changing needs and land uses, update the Downtown area's boundaries and the incentives available in this area, and then decide which options can be implemented in other Decatur commercial districts.*

~~Key Implementation Strategies:~~

1. ~~Connect new and existing development partners to grants, site testing, research, technical assistance providers, & other resources to move projects forward.~~
2. ~~Consider creating a downtown improvement district (using Special Service Area or other funding) to permanently support special events, and help make Downtown both more self-sustaining, and more unique.~~
3. ~~Based on changing needs and land uses, update the Downtown parking scheme. Start a parking app for the Downtown to help patrons more easily locate available parking spaces and other services in real time.~~
4. ~~Update municipal codes to incorporate: a) modern signage design and practice; b) creation of building design standards that ensure compatible and appropriate designs for new and refurbished structures; and c) the increasing popularity of food trucks.~~

PRIORITY GOAL #4

~~*Incorporate*~~ *Select New Technologies to Improve Municipal Service Delivery, Create Efficiencies, and Enhance Access to Information and Services for the Citizens of Decatur*

OVERVIEW: So-called "Smart Cities" are communities that deploy technology to solve problems, enhance service quality and improve efficiency. Due to financial constraints, the city must select wisely from the many technology enhancement options now available to municipal governments so that only the most cost-effective solutions, and those most suited to Decatur's needs and goals, are considered. Cost-benefit analyses should be conducted for large technology projects before they are approved and deployed to verify that the advantages warrant the cost and outweigh potential liabilities.

Key Implementation Strategies:

Develop a technology plan for the city of Decatur identifying and illustrating the impact of available new municipal technology and whether it can add value to city's service delivery and the lives of Decatur citizens; and then use these tools to connect policies with measurable performance outcomes.

1. Create a review process whereby staff can continue to monitor and evaluate emerging technologies of relevance to Decatur and link them to performance outcomes and progress reports tied to strategic goals.
2. Staff will research, identify and recommend technology applications ~~that are~~ most likely to bring added value to municipal problem-solving in these areas:
    a. Crime reduction applications: neighborhood cameras & worn body cameras, other technologies to help law enforcement solve crimes.
    b. Artificial Intelligence deployed information-gathering mechanisms that can connect with traditional and non-traditional communication platforms to receive and disperse more and better communication to/from citizens.
    c. Create a more modernized website and a "Decatur App" directing citizens and visitors to special events, businesses, *downtown parking spots,* visitor and guest services, and *add* better transaction portals to improve the municipal customer ~~service~~ *interface* experience.
    ~~d. Deploy existing and expanded broadband fiber to commercial and for-profit users—not just government and non-profits—and make certain that broadband also supports new wireless networks—especially those that can produce technology investments with less funding from the General Fund.~~
    ~~e.~~ *Incorporate EV charging into various commercial districts and other locations in accordance with the 2024 EV Plan.* ~~With the growing popularity of electric and hybrid vehicles, consider the strategic placement of city-operate and private EV charging stations in the city using Federal funds allocated specifically for this purpose.~~
    f. Investigate and implement other new technologies designed to increase citizen engagement, and streamline interactions between residents and City officials, to connect with underreached population segments.

PRIORITY GOAL #5

Be more innovative in ~~city operations to~~ securing the city's financial security; enhance & expand utility assets to strengthen economic development~~; find creative operating efficiencies~~

OVERVIEW: ~~Like many other Illinois municipalities, the city of~~ Decatur has experienced a decline in population as more people leave the State *and the city*. This directly impacts several categories of General and Special Fund revenues, as well as revenues distributed by State and Federal governments to social service agencies in Macon County.

The city of Decatur's budget has structural flaws (unsustainable public safety pensions, service delivery plans based on a larger population, high amounts of deferred maintenance, etc.) that require the city to vigorously pursue operational efficiencies, find new revenue sources, aggressively pursue annexation to drive up census numbers, and revisit whether or not existing service-delivery levels should be maintained "as-is" or modified to keep the city on a sustainable financial trajectory. Financial innovation requires going *outside normal and historic practice.* ~~beyond operational norms.~~

Key Implementation Strategies:

1. Make long-term investments in utility infrastructure targeted to attract new employers that need the utility assets Decatur has to offer.

2. Examine and implement, as council directs, new revenue streams that will offset the need for future spending cuts and slowly shift reliance away from property, *food & beverage* and utility taxes. These include:
    a. Exploring city operation of utilities not under the city now
    b. Examining ways to monetize the large silt pile located east of the lake and created by the dredging project, *and monetizing other city assets*
    ~~c. Expanding uses of the city's broadband fiber network to include commercial and for-profit customers to increase customers paying receipts tax~~
    d. Auditing existing tax mechanisms, not to increase taxes generally, but to make them more equitable, efficient and evenly applied
    ~~e.~~ *Develop a sustainable plan to finance neighborhood revitalization at existing levels.* ~~Redirection of special and one-time revenues to community development, such as through sales and leases of city property.~~

~~3. To keep property and utility taxes from increasing, aggressively pursue and adopt intergovernmental sharing, consolidation, service mergers, and co-op projects, *and alternative revenue streams to reduce reliance on unpopular legacy taxes.*~~

4. Increase the local tax base with large new *and rehabilitated* housing developments, and bring new workers to Decatur, and new businesses of all sizes.

PRIORITY GOAL #6

Collaborate with others in ensuring integrated and wholistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur

OVERVIEW: The City has a long-term obligation to manage Lake Decatur so that it is a safe, clean, and *a* resilient water supply for ~~citizens and industry for~~ the rest of the 21st Century. This

means the city will need to take steps to more proactively manage the Upper Sangamon River watershed to reduce silt, sediment and nitrates flowing into Lake Decatur, engage in a program of shoreline protection, and regulate recreational uses of Lake Decatur so that they do not undermine water quality and watershed management objectives of the city. These goals and objectives should be integrated with efforts to: 1) maximize use of adjacent and adjoining assets, including those owned and operated by the Decatur Park District, the city, and others; 2) create more non-motorized transportation corridors *as per the 2021 Regional Bicycle Master Plan; and* 3) ~~establish and market other destinations (e.g., the marina, campgrounds, amphitheater, parks, zoo, grasslands and other amenities) that are unique to Decatur; and 4)~~ enlarge the city's water supply options.

The City and the Park District have collaborated in the past to develop a long-range plan for improvements in the Lake Decatur/Nelson Park/Scovill Park & Big Creek areas, and river-front zones below the dam. These documents need to be updated to reflect changed conditions, new projects added in recent years, and revised strategic directions.

Key Implementation Strategies:

1. Increase Decatur's water supply so the community has more drought resiliency and is able to attract more employers that need reliable water supplies.

2. Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and watershed protection.

3. Continue collaborating with the Park District and private entities to incrementally develop a full-service marina in Basin 2 so a greater number and diversity of people may access and enjoy Lake Decatur.

4. ~~Develop and adopt plans to connect existing and planned lake-related assets to the downtown, existing off-road trails, and other open spaces with safe non-motorized transportation corridors.~~

5. Enhance the appearance of transportation corridors leading in and out of Decatur; and add more railroad/street grade separations for safety and traffic decongestion, *and add more 'way-finding' signage.*



2023-2025 Decatur Strategic Goals

Strategic Goals Summary

In 2023, the Decatur City Council adopted the following strategic goals, based on community input.

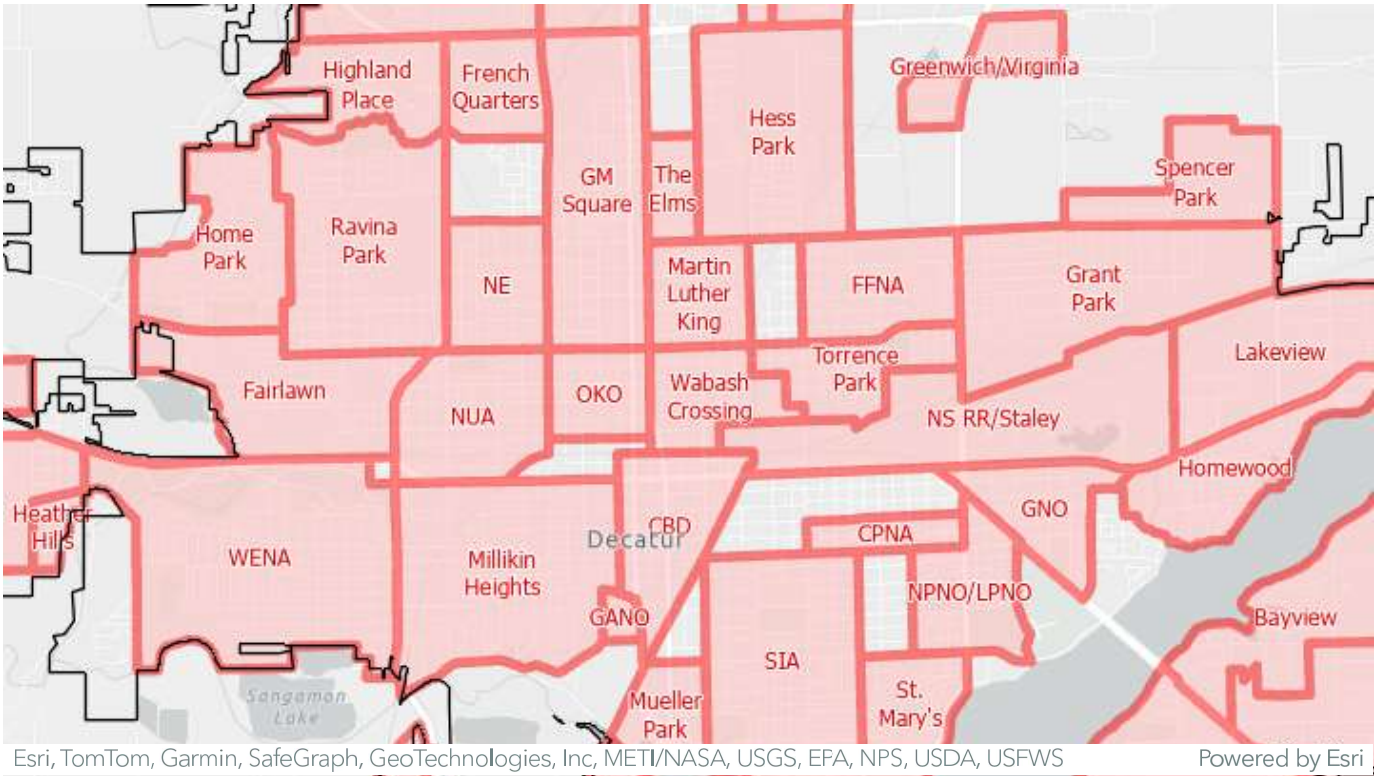


The City of Decatur is committed to:

1. **Community Revitalization.**
2. Growing, Enhancing, and Better Preparing the **Local Workforce** to Meet Current & Future Demands.
3. Taking **Downtown Decatur** to the Next Level and select other commercial districts for revitalization.
4. Select **New Technologies** to Improve Municipal Service Delivery, Create Efficiencies, and Enhance Access to Information and Services for the Citizens of Decatur.

5. Being more innovative in securing the City's **Financial Security**; enhancing & expanding utility assets to strengthen economic development.
6. Collaborating with Others in Ensuring integrated and wholistic management of City-Owned open spaces, transportation corridors, and especially **Lake Decatur**.

Community Revitalization



Neighborhoods of Decatur

How are City Departments supporting this strategic goal?

Department	Performance Outcome
Economic & Community Development	Increase owner-occupied rehabilitation projects in the urban core.
Economic & Community Development	Increase owner-occupied small home improvement program projects in the urban core.
Economic & Community Development	Increase landlord rehabilitation projects in the urban core.
Economic & Community Development	Expand the Cleanup Greenup Program into other neighborhoods in the urban core.
Economic & Community Development	Provide neighborhood challenge grants to neighborhood groups to build their community development capacity and enhance the quality of life in neighborhoods.
Economic & Community Development	Implement the free tool library program.

Department	Performance Outcome
Economic & Community Development	Deploy federal funds to combat homelessness and provide wrap-around services to individuals experiencing homelessness.
Economic & Community Development	Deploy federal funds for infrastructure, quality of life, placemaking, and rehabilitation programs.
Economic & Community Development	Streamline and market side lot program.

Community Revitalization Performance Outcomes Table 1

Department	Performance Outcome
Economic & Community Development	Implement Great Streets/Great Neighborhoods Initiative to enhance corridors and neighborhood anchors/destinations and build neighborhood capacity.
Economic & Community Development	Explore brownfield planning and assessment grant opportunities.
Economic & Community Development	Coordinate with EDC and other partners to implement the Comprehensive Economic Development Strategy (CEDS).
Economic & Community Development	Advance equitable, effective and efficient approaches to problem properties through an evaluation of city's code enforcement processes.
Economic & Community Development	Follow through and start demolition proceedings on vacant, derelict and abandoned structures more quickly.
Economic & Community Development	Procure demolitions more regularly and quickly, including asbestos.

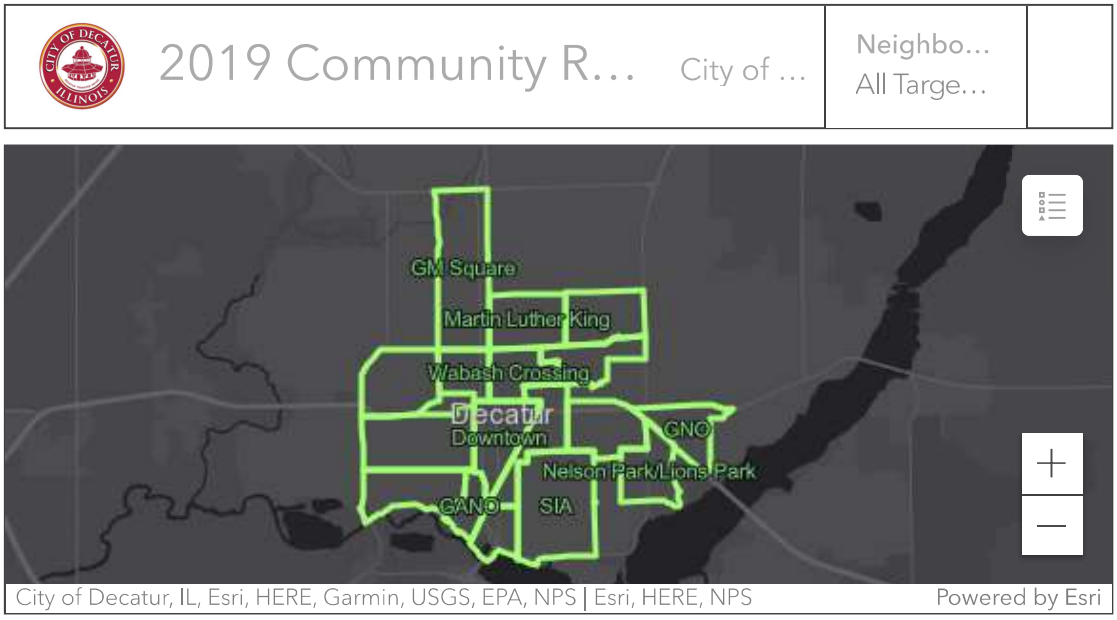
Department	Performance Outcome
	surveying.
Economic & Community Development	Create a Decatur Neighborhood Improvement Task Force.
Economic & Community Development	Aggressive on nuisance violations, such as trash and debris and derelict cars.
Economic & Community Development	Create and manage a rental inspection program.

Community Revitalization Performance Outcomes Table 2

Department	Performance Outcome
General Administration	Attract significant large commercial and industrial economic development projects to the City through cooperation with EDC
Transit	Improve the maintenance and appearance of the City's bus shelters and stops.

Community Revitalization Performance Outcomes Table 3

Beginning in 2019, the City of Decatur conducted a neighborhood conditions survey of our urban core neighborhoods. The data collected in 2019 and again in 2022 allowed the City Council to make strategic decisions about how to prioritize investment in these neighborhoods.



2019 Urban Core Neighborhood Survey Results Dashboard

Local Workforce

*Growing, Enhancing, and Better Preparing the Local **Workforce** to Meet Current and Future Demands*

How are City Departments supporting this strategic goal?

There are no public performance outcomes supporting this strategic goal at this time.

Downtown Decatur

*Taking **Downtown Decatur** to the Next Level.*



How are City Departments supporting this strategic goal?



Department	Performance Outcome
Economic & Community Development	Evaluate and Administer TIFs, Sales Tax Abatement, Special Service Districts, and other funding tools to attract more businesses in the downtown and urban core areas.

Downtown Decatur Performance Outcomes

New Technology

*Incorporating Select **New Technologies** to Improve Municipal Service Delivery, Create Efficiencies, and Enhance Access to Information and Services for the Citizens of Decatur.*

How are City Departments supporting this strategic goal?

Department	Performance Outcome
Economic & Community Development	Increase community outreach through social media and other communication platforms.
Economic & Community Development	Make the Decatur Code more accessible.
Economic & Community Development	Create a property resource list that is made available to citizens and Neighborhood Inspections staff.
Economic & Community Development	Update and publish code and zoning requirements for potential applicants to minimize unpermitted work.
Economic & Community Development	Schedule and perform contractor, developer, design professional and homeowner training for OpenGov and city processes.
Finance	Utility customer service telephone calls handled.

New Technology Performance Outcomes

Decatur, Illinois, Uses GIS to Prioritize $5...

The City of Decatur, Illinois, is like many cities in the Midwest in that it has seen significant population...

https://www.esri.com/en-us/lg/industry/government/stories/city-of-decatur-case-study

Financial Security

How are City Departments supporting this strategic goal?

There are no public performance outcomes supporting this strategic goal at this time.

Lake Decatur

How are City Departments supporting this strategic goal?

Department	Performance Outcome
Public Works	Monitor safety on Lake Decatur by recording the number of boat accidents and boat OUIs on the lake annually. These will be tracked monthly and compared to the same month in the previous year.
Public Works	Reduce the amount of sediment accumulating in the lake annually.

Lake Decatur Performance Outcomes Table

Other Work

What else are the City departments working on?

Department	Performance Outcome
Economic & Community Development	Assess and amend zoning and land use policies to identify efficiencies and updates needed in building, subdivision, public works permits and zoning codes/ ordinances.

Economic & Community Development Performance Outcomes

Department	Performance Outcome
Fire	The number and percentage of fires contained to the room of origin and the structure of origin
Fire	Reduction in the number of non-emergency calls the department answers year over year

Fire Department Performance Outcomes

Department	Performance Outcome
General Administration	Market the City for tourism, large attractions and conventions through cooperation with DACVB
General Administration	Improve the City's control over animal regulations and reduce animal related complaints

General Administration Performance Outcomes

Department	Performance Outcome
Human Resources	In collaboration with the Decatur Police Department, increase the number of minority and female police officers as tracked by Human Resources on a year over year basis

Human Resources Performance Outcomes

Department	Performance Outcome
Legislative & Executive	Improve City's perception amongst our businesses and residents.
Legislative & Executive	Attract significant large commercial and industrial economic development projects to the City.

Legislative & Executive Performance Outcomes

Department	Performance Outcome
Public Works	Track the incremental changes to the pavement condition index against the capital funds spent and project costs
Public Works	Monitor the City’s sanitary sewer system by: Monitor system maintenance by tracking system caused dry weather backups.
Public Works	Meet or exceed the federal and state drinking water standard for turbidity, chlorine, and nitrate. These will be tracked daily by testing the drinking water as it leaves the SWTP.

Public Works Performance Outcomes

Department	Performance Outcome
Transit	Increase ridership on the fixed route system by increasing operations hours.
Transit	Purchase and Installation of 10 bike racks.
Transit	Propose new fixed-route system with updated maps.

Transit Performance Outcomes

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial – Property adjacent and just west of 1001 Brush College Road

ATTACHMENTS:

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

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-01

January 11, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial – Property adjacent and just west of 1001 Brush College Road

SUMMARY RECOMMENDATION: Staff recommend approval of this ordinance for re-zoning. The City's Future Land Use Map in the Comprehensive plan shows this site as Employment. The subject site is located within an industrial area and rezoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

The City Plan Commission voted 6-0 to recommend approval of the petition at the January 16, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site located adjacent and just west of ADM's Science & Technology Center at 1001 Brush College Road is currently zoned R-1 Single Family Residence. The Science & Technology Center is currently zoned M-1 Light Industrial District and ADM is requesting for both parcels to be zoned M-1. ADM is considering adding a ground mounted solar array on the site.

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

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

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE REZONING PROPERTY FROM
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-1 INTENSE COMMERCIAL/HEAVY INDUSTRIAL DISTRICT
- PROPERTY LOCATED ADJACENT AND JUST WEST
OF 1001 N BRUSH COLLEGE RD -

WHEREAS, on the 11th day of January 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of ARCHER-DANIELS-MIDLAND COMPANY to rezone premises legally described as:

> A part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4, Section Seven (7), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., Macon County, Illinois, also known as part of Homewood Place as per Plat recorded in Book 300, Page 116 of the Records in the Recorder's office in Macon County, Illinois, and is more particularly described as follows:
>
> Beginning at a point on the East line of the Northwest 1/4, Southeast 1/4, Section 7, Township 16 North, Range 3 East of the 3rd P.M., Macon County, Illinois, said point being 2.93 feet South of the Northeast corner of the Northwest 1 /4, Southeast 1/4 of said Section 7; thence South, along the East line of the Northwest 1/4, Southeast 1/4 of said Section 7, having an assumed bearing of S. 0°00'00" E., 1165.68 feet to the North right-of-way line of East Condit Street as per Homewood Place Subdivision as per Plat recorded in Book 300, Page 116 of the Records in the Recorder's office of Macon County, Illinois; thence S. 89°17'42" W., along the said North right-of-way line extended West, a distance of 1325.85 feet; thence N.0°03'09" W., 694.63 feet; thence N. 61°05'38" E., 80.54 feet; thence Northeasterly, along a curve to the right, having a radius of 1024.707 feet and a chord of N. 64°12'33" E., 111.32 feet.; thence N. 67°19'21" E., 177.71 feet; thence Northeasterly, along a curve to the right, having a radius of 1596.536 feet and a

chord of N. 69°32'23" E., 123.54 feet; thence N. 71 °45'27" E., 920.94 feet to the point of beginning and containing 28.890 acres more or less.

Parcel Index Number: 04-13-07-401-001

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of January 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, January 11, 2024
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The January 11, 2024, meeting of the Decatur City Plan Commission was called to order at 3:19 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman James Schwarz who determined a quorum was present.

Members Present: James Schwartz, Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver

Members Absent: Jason Drake, A.G Webber, Maurice Payne, Susie Peck,

Staff Present: Greg Crowe, Joselyn Stewart, Amy Waks, Deanna Buck

II. Approval of Minutes of the December 14, 2023, City Plan Commission Meeting

It was moved and seconded (Andrew Taylor/Matt Naber) to approve the minutes of the December 14, 2023, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 24-01 Petition of ARCHER-DANIELS-MIDLAND COMPANY, to rezone the property located adjacent and just west of 1001 N BRUSH COLLEGE RD from R-1 Single Family Residence District to M-1 Intense Commercial – Light Industrial District

It was moved and seconded (Matt Naber/Andrew Taylor) to forward Case No. 24-01 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

A Representative from ADM, Petitioner, was sworn in by Deanna Buck and provided an explanation of the need for rezoning. ADM intends to erect a 5 MW solar array on the East side of the property to provide renewable energy to the Science & Technology Center

Upon call of the roll, Commission members James Schwartz, Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Matt Naber/Andrew Taylor) to adjourn the meeting.

Upon call of the roll, Commission members James Schwartz, Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver voted aye.

Acting Chairman James Schwarz declared the meeting adjourned at 3:26 P.M.

_____

James Schwarz, Secretary, Decatur City Plan Commission

STAFF REPORT
Decatur City Plan Commission

Hearing Date	January 11, 2024
Case No.	24-01
Property Location	Adjacent and just west of 1001 Brush College Road
Request	Rezoning from R-1 Single Family Residence District to M-1 Intense Commercial – Light Industrial District
Petitioner	Archer-Daniels-Midland Company
Representative	Bruce Nielsen

BACKGROUND

The subject site located adjacent and just west of ADM's Science & Technology Center at 1001 Brush College Road is currently zoned R-1 Single Family Residence. The site has been used for crop farming. The Science & Technology Center is currently zoned M-1 Light Industrial District and ADM is requesting for both parcels to be zoned M-1.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Industrial	R-1	Employment
North	Industrial, Railroad	M-2	Transportation/Utility
South	Single-Family Residence	R-3	Residential-Low Density
East	Industrial, ADM	M-1	Employment
West	Industrial, Railroad	R-1	Transportation/Utility

PROJECT DESCRIPTION

The petitioner proposes to rezone the site (38 acres) from R-1 Single Family Residence District to M-1 Intense Commercial – Light Industrial District to create a uniform zoning for parcels they own north of Condit Street. ADM is considering adding a ground mounted solar array on the site.

STAFF ANALYSIS

The surrounding zoning districts include M-2 Heavy Industrial District to the north, R-1 Single Family Residence District to the west, R-3 Single Family Residence District to the south and M-1 Intense Commercial – Light Industrial District to the east. The Macon County and Decatur Comprehensive Plan shows this area as Employment, Transportation/Utility and Residential-Low Density Commercial. The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses. Also, rezoning the "R-1" District portion of the site to "M-1" District would bring uniformity in zoning for the entire ADM owned site, i.e. M-1 District. As a result, this would allow zoning conformance to the existing industrial use and any of its future uses.

The subject site is located within an industrial area and rezoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 24-01 to City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn Stewart
Senior Transportation and Land Use Planner

ATTACHMENTS

1. Petition
2. Location Map

City of Decatur, Illinois

PETITION FOR REZONING

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

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

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Archer-Daniels-Midland Company				
Address	4666 E Faries Parkway				
City	Decatur	State	IL	Zip	62526
Telephone	217-791-8715	Fax	N/A	E-mail	Justin.Onken@adm.com
Property Owner	Archer-Daniels-Midland Company				
Address	4666 E Faries Parkway				
City	Decatur	State	IL	Zip	62526
Telephone	217-791-8715	Fax	N/A	E-mail	Justin.Onken@adm.com
Representative	Bruce Nielsen				
Address	1001 N Brush College Rd				
City	Decatur	State	IL	Zip	62521
Telephone	217-451-4232	Fax	N/A	E-mail	Bruce.Neilsen@adm.com

SECTION TWO: SITE INFORMATION						
Street Address	1001 N Brush College Rd					
Legal Description	PIN:04-13-07-401-001					
Present Zoning	☑ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☑ NO
Please list all improvements on the site:	None					
Size of Tract	38 ☐ SF ☑ AC					

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

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

ADM is investigating adding a ground mounted solar array to this location. Rezoning the parcel to M-1 classification would allow a ground mounted array to be installed.

SECTION FOUR: JUSTIFICATION

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

This parcel is currently holding two different zoning designations. The section to the North of the Science & Technology Center - Decatur is M-1, while the section to the West is R-1. The North and west sections are considered one parcel and we request that it have the M-1 designation.

The Science & Technology Center - Decatur currently has an M-1 designation.

SECTION FIVE: CERTIFICATION

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

Petitioner's Signature		Date	12-3-23

NOTES:

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

Rev. 2 - 4/01

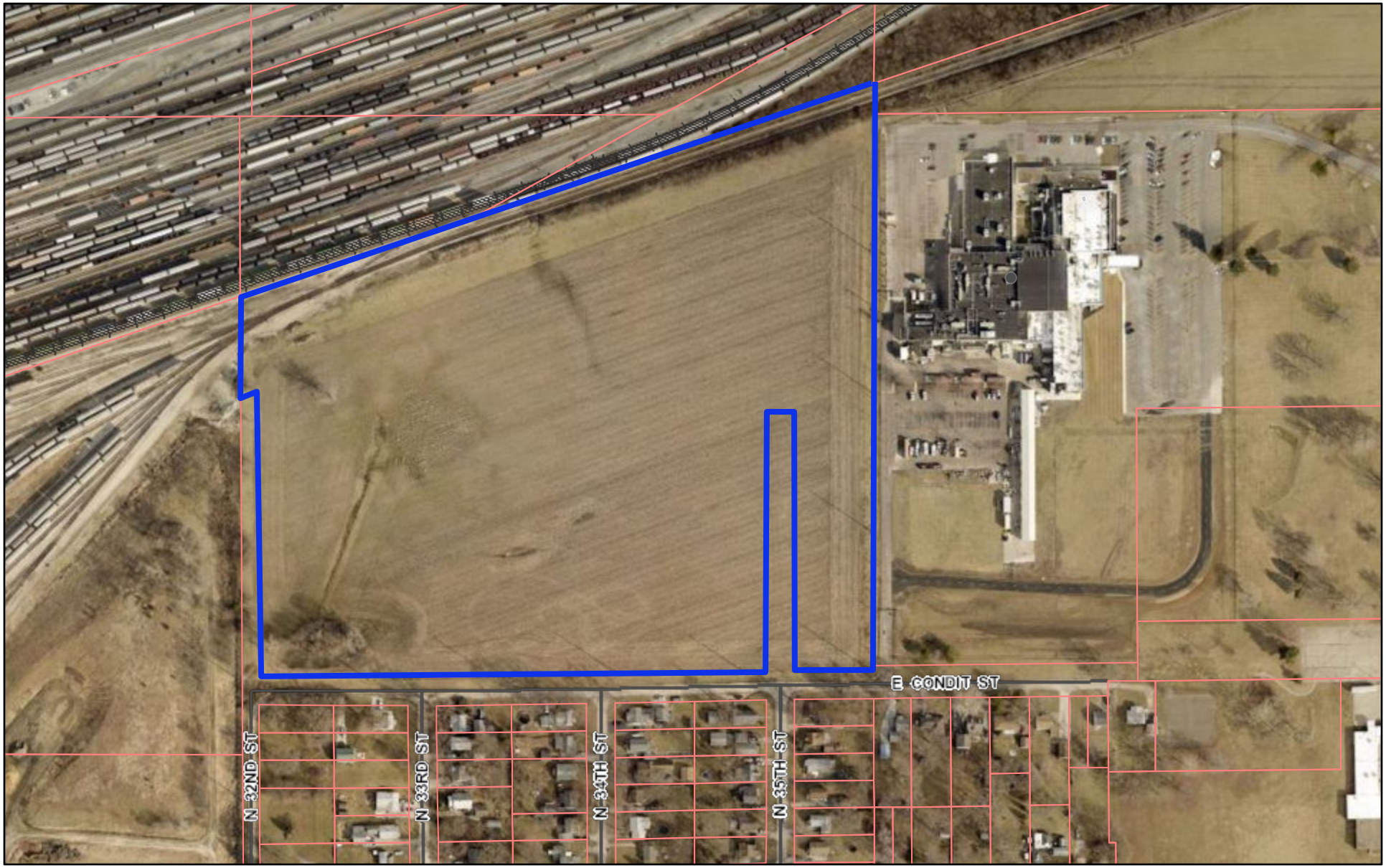
OFFICE USE ONLY	
Date Filed	
By	

Tract 1:

A part of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4, Section Seven (7), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., Macon County, Illinois, also known as part of Homewood Place as per Plat recorded in Book 300, Page 116 of the Records in the Recorder's office in Macon County, Illinois, and is more particularly described as follows:

Beginning at a point on the East line of the Northwest 1/4, Southeast 1/4, Section 7, Township 16 North, Range 3 East of the 3rd P.M., Macon County, Illinois, said point being 2.93 feet South of the Northeast corner of the Northwest 1/4, Southeast 1/4 of said Section 7; thence South, along the East line of the Northwest 1/4, Southeast 1/4 of said Section 7, having an assumed bearing of *S.* 0°00'00" E., 1165.68 feet to the North right-of-way line of East Condit Street as per Homewood Place Subdivision as per Plat recorded in Book 300, Page 116 of the Records in the Recorder's office of Macon County, Illinois; thence S. 89°17'42" W., along the said North right-of-way line extended West, a distance of 1325.85 feet; thence N.0°03'09" W., 694.63 feet; thence N. 61°05'38" E., 80.54 feet; thence Northeasterly, along a curve to the right, having a radius of 1024.707 feet and a chord of N. 64°12'33" E., 111.32 feet.; thence N. 67°19'21" E., 177.71 feet; thence Northeasterly, along a curve to the right, having a radius of 1596.536 feet and a chord of **N.** 69°32'23" E., 123.54 feet; thence N. 71°45'27" E., 920.94 feet to the point of beginning and containing 28.890 acres more or less;

Adjacent and just west of 1001 Brush College Road



12/29/2023, 11:17:51 AM

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

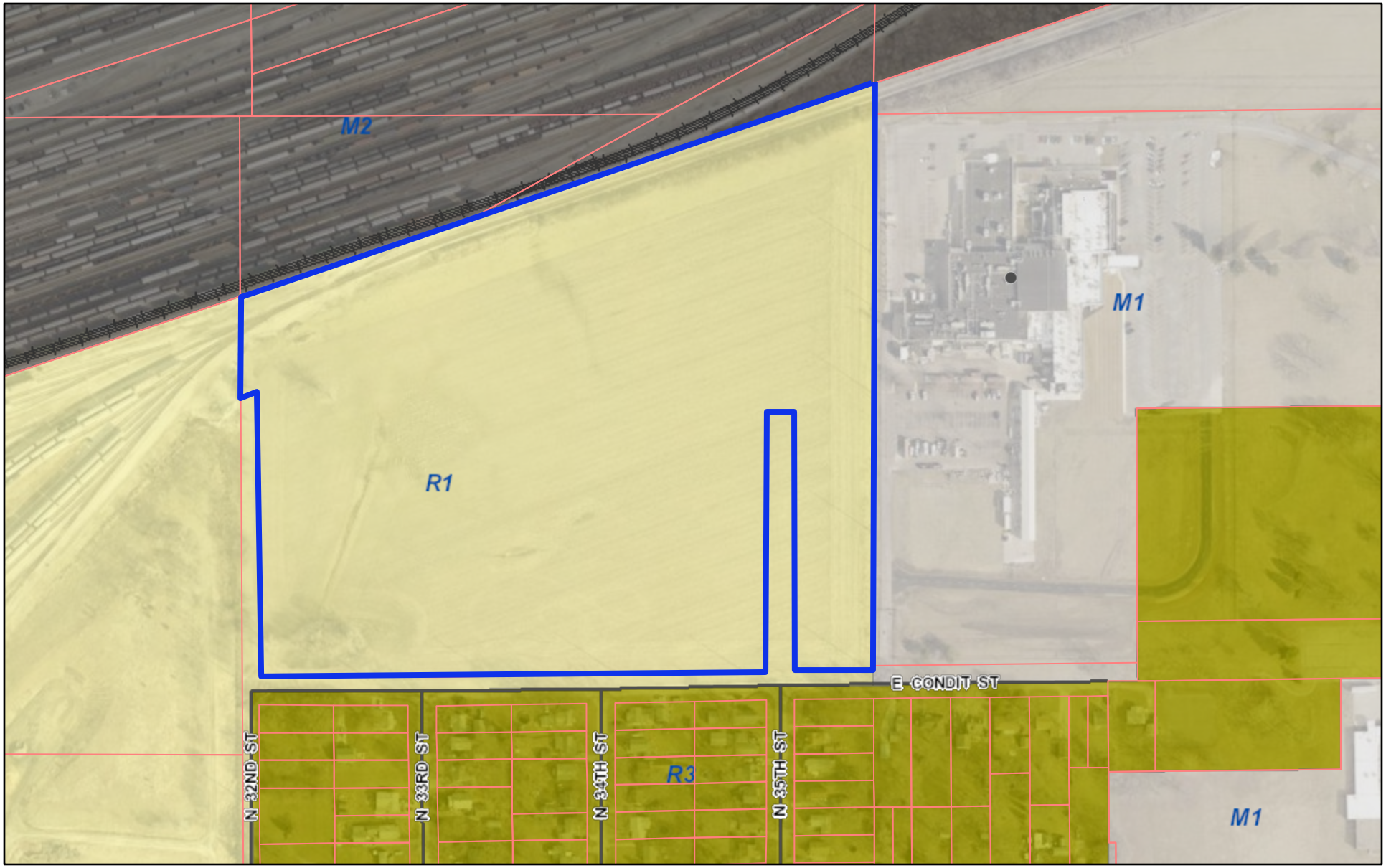
Roads (small scale)

- <all other values>
- Interstate Highway
- State Route or U.S. Highway
- Arterial
- Residential
- County Highway
- Railroad Tracks
- Override 1

City of Decatur, IL

none | City of Decatur, IL |

Adjacent and just west of 1001 Brush College Road



12/29/2023, 11:21:50 AM

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

City of Decatur, IL

Roads (small scale)

- <all other values>
- Interstate Highway
- State Route or U.S. Highway
- Arterial
- Residential
- County Highway
- Railroad Tracks
- Override 1
- Parcels (from Macon County GIS)
- Decatur City Limits

City of Decatur, IL

none | City of Decatur, IL |

DATE: 1/8/2024

MEMO: 2024-09

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer
Robert Weil, P.E., Assistant City Engineer

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction, Inc. for the 2024 Lead Water Service Line Daylighting, City Project 2023-20.

SUMMARY RECOMMENDATION:
It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2024 Lead Water Service Daylighting project, City Project 2023-20, to Hoerr Construction, Inc. as the lowest responsive and responsible bidder in the amount of $307,825.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:
Project Description

In Decatur, only a few service lines have ever been constructed of all-lead material, and all known all-lead service lines have already been removed. However, lead goosenecks and galvanized pipes were commonly used for water service lines installed prior to 1940 and are still prevalent in the older parts of the water system.

To meet Federal and State EPA guidelines, beginning in 2027, the City is required to remove galvanized water service lines which are or were downstream of lead goosenecks. Under US EPA guidelines, these are termed galvanized requiring replacement (GRR) service lines.

In the inventory submitted to the IEPA in 2023, which was primarily based on tap cards and

maintenance records, there were 6,883 suspected GRR service lines. Another 22 service lines are shown with unknown material and are considered as suspected lead service lines under Illinois law. The estimated total number of service lines to be replaced is estimated to be 6,905. The attached map shows the general location of the suspected GRR service lines.

In 2023, a total of 24 GRR water service lines were replaced through the cost-sharing program adopted by the City Council, reducing the inventory accordingly.

The purpose of the proposed daylighting project is to gather data on the identified water service line materials by excavating down to the line and determining with certainty what type of pipe it is. Our previous daylighting efforts have found that the actual number of GRR service lines is much smaller than estimated in the inventory meaning many have been replaced over the years and not properly recorded. In recent projects, we have found that the City's service line data with respect to GRR lines is about 50% accurate on the public side and 75% accurate on the private side. Daylighting each line is the best way to improve the accuracy of our inventory and develop our future project plans to replace them. The process of daylighting involves exposing a small section of the service line on each side of the curb stop using hydro-vacuum equipment.

The scope of the 2024 Lead Water Service Line Daylighting project is to expose and gather data on 627 water service lines as follows:

1. Phase IA is 40 water service lines with unknown material and those located at schools and similar facilities.
2. Phase IB is 360 randomly selected water service lines in the City's lower-income census tracts.
3. Phase II is 168 water service lines in Census Tracts 5.01 and the southern part of Census Tract 6, which are the highest scoring census tracts on the Illinois draft funding rule.
5. Phase III is 59 water service lines associated with the future road improvement project on US 51 between Eldorado St and Pershing Ave.

The results of the Lead Water Service Line daylighting project will be used to improve the inventory of GRR service lines, to facilitate financial planning for the overall replacement program, and to prepare plans and specifications for the first project to replace galvanized water service lines.

Public Bid Letting Results

The project was advertised on December 6, 2023, and bids were opened on January 4, 2024. There was a high level of contractor interest in the project. The bid results are as follows:

Bidder	Base Bid	Compared to Engineer's Est. Over (Under)
Hoerr Construction, Inc.	$307,825.00	34.2%

Bidder	Base Bid	Compared to Engineer's Est. Over (Under)
Duke's Root Control, Inc.	370,525.00	61.5%
Entler Excavating	484,639.00	111.2%
A & R Services, Inc.	612,892.50	167.1%
Hydro Excavators II, LLC	634,492.00	176.5%
Burdick Plumbing and Heating Co., Inc.	1,028,875.00	348.4%
Engineer's Estimate	**$229,450.00**	**-**

This is the first time that the City has advertised a large-scale daylighting project, so it was difficult to accurately predict what the costs would be. Costs have typically ranged from $200 to $600 for each exploratory excavation as parts of larger projects. The Engineer's estimate was based on $350 per each, and the low bid was $475 per each. With the amount of bids received, the bid price appears to be reasonable and is the result of fair competition. It is unlikely to change to the City's benefit by bidding out again.

MINORITY PARTICIPATION GOALS:

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% of the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of $50,000.

In this case, Hoerr Construction will perform all work themselves and will not purchase any material, so the subcontracting goal does not apply. They will endeavor to achieve the goal of minority hours worked as the project unfolds.

SCHEDULE:

Work on this project is expected to start in February 2024 and be complete by July 31, 2024.

LEGAL REVIEW:
The project plans and specifications were provided to the Legal Department for review on December 1, 2023.

PRIOR COUNCIL ACTION:
The proposed 2024 Capital Improvements Plan includes a budget of $643,500 from Fund 81, Water Capital Fund, for the Lead Service Line Replacement program.

In January 2023, the City Council also approved a cost-sharing program for replacement of water service lines affected by lead materials.

POTENTIAL OBJECTIONS: There are no known objections to this resolution or bid award. However, questions may arise from the public when the daylighting project starts, so staff is preparing a page on the City's website on this topic and will work to contact all those affected.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: The low bidder is in the amount of $307,825.00. Funding for this project is from a variety of sources:

· The City has received a $50,000 grant from the Illinois Lead Service Line Inventory program.
· In the adopted CIP budget for lead service line replacement, $229,800 out of the $643,500 project budget will be used for daylighting. The balance is reserved for the Council-adopted cost sharing program.
· The adopted CIP budget includes a project for water main relocation related to other projects, such as transportation improvements. A total of $28,025 will come out of that project and be used to daylight the 26 suspected GRR service lines in the US 51 project.

Additional funding may be provided by the state for lead service line inventory grants. If received, the balance available for the cost sharing program will be increased accordingly.

The future cost of the GRR replacement program could be significant. However, staff is actively seeking to leverage any State or Federal funding assistance which may become available. Recently, a draft rule for the Illinois Public Water Supply Program has been published, which would prioritize low-interest, no-interest or principal forgiveness loans for replacing service lines in low-income census tracts. Staff is preparing a loan package to be eligible for these funds.

Public Works staff is working to provide greater accuracy regarding the true costs of the replacement program. Additional outside funding is expected to become available as the required

date to begin work in 2027 approaches. In the next few years, it will probably be necessary to perform a comprehensive review of the cost of service for the water utility.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction, Inc. for the 2024 Lead Water Service Line Daylighting Project, City Project 2023-20	Resolution Letter
Bid Tab	Backup Material
Water Services Map	Cover Memo

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH HOERR CONSTRUCTION, INC. FOR THE 2024 LEAD WATER SERVICE LINE DAYLIGHTING PROJECT CITY PROJECT 2023-20

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

Section 1. That the tabulation of bids received for City Project 2023-20, 2024 Lead Water Service Line Daylighting, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Hoerr Construction, Inc. in the amount of $307,825.00 be, and it is hereby accepted, and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Hoerr Construction, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $307,825.00.

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

PRESENTED and ADOPTED this 16th day of January 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

PROJECT MANUAL

2024 WATER SERVICE LINE DAYLIGHTING PROJECT

CITY PROJECT *2023-20*

December 2023

a project of the

City of Decatur, Illinois
Public Works Department
1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

2024 WATER SERVICE LINE DAYLIGHTING PROJECT

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle	Ed Culp
David Horn	Dennis R. Cooper
Lisa Gregory	Patrick McDaniel

City Officials

Scot Wrighton	City Manager
Jon Kindseth	Deputy City Manager
Wendy Morthland	Corporation Counsel
Kim Althoff	City Clerk
Ruby James	Chief Financial Officer/Treasurer
Matthew Newell	Public Works Director
Paul Caswell	City Engineer

2024 WATER SERVICE LINE DAYLIGHTING PROJECT
CITY PROJECT *2023-20*

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***JANUARY 4TH, 2024 AT 10:00 AM*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2024 WATER SERVICE LINE DAYLIGHTING PROJECT

CITY PROJECT *2023-20*

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

Exploratory excavation of water service lines to determine whether galvanized services are present or not.

INSTRUCTIONS TO BIDDERS:

1. ***A PRE-BID MEETING*** will be held by ***CONFERENCE CALL ONLY*** on **December 20th at 10:00 a.m.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	**City of Decatur**
Plans & Portals	**Engineering Division**
Public Projects	**#1 Gary K. Anderson Plaza**
DFS Public Plan Room	**Decatur, Illinois 62523**

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public

Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.

7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

   (1) ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

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

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

REJECTION OF BIDS:

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

December 6, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

END OF
ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

For Construction of: ***2024 WATER SERVICE LINE DAYLIGHTING PROJECT***

City Project No.: ***2023-20***

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.

5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

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

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

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

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

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

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

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

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

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

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

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing e-mailed to capitalprojects@decaturil.gov and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, the addenda will be posted on Decatur Blue Prints website at www.Decaturblue.com and notification will be e-mailed to all project plan holders, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project.

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

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

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

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform ***Eighteen (18) Percent (%)*** of the total hours worked.

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a bonus. The amount of the bonus will be calculated as 2% of the final contract amount, with the bonus not to exceed a maximum of $50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation will be provided through **reporting forms submitted monthly to the City of Decatur.**

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
   i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
   ii. Outreach and recruitment efforts of and to MBEs and minority workers;
   iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
   iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
   v. Negotiating in good faith with MBEs and firms that employ minority workers;
   vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
   vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
   viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
   ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
   x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

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

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:
   i. Administer and enforce the provisions of this Article;
   ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
   iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
   iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

END OF INFORMATION FOR BIDDERS

RETURN WITH BID

BID FORM

For Construction of: ***2024 WATER SERVICE LINE DAYLIGHTING PROJECT***

City Project No.: ***2023-20***

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

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

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

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
1	12/21/23	AMH
2	12/29/23	AMH

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	NONE	
2.		
3.		
4.		

RETURN WITH BID

DATE January 2nd, 2024

(If an Individual)
Signature of Bidder _____ (SEAL)

Tax ID #: _____

Business Address &
E-mail Address _____

(If a Co-Partnership)
Firm Name _____ (SEAL)

By: _____

Business Address &
E-mail Addresses _____

Names of All Members of
Firm _____

(If a Corporation)
Corporate Name Hoerr Construction, Inc. (SEAL)

By: _____
Vice-President

HOERR CONSTRUCTION, INC. CORPORATE SEAL ILLINOIS

Business Address &
E-mail Addresses 1416 County Road 200 N Goodfield, IL 61742

info@hoerr.com

Names of Officers Max P. Hoerr II
President

Max P. Hoerr II
Secretary

Kurt Plattner
Treasurer

Attest: _____
Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2024 WATER SERVICE LINE DAYLIGHTING PROJECT
CITY PROJECT *2023-20*

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
X0327678	EXPLORATORY EXCAVATION	EA	627	475.00	297,825.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1	$10,000	$10,000
2				**TOTAL BASE BID**	$307,825.00

TOTAL BASE BID IN WORDS Three hundred seven thousand, eight hundred twenty-five dollars and zero cents.

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	1/2/24	Project Title:	2024 Water Service Line Daylighting Project
Total Contract Value:	$307,825.00	Project Number:	2023-20

Section I: Prime Contractor Information

Prime Contractor: Hoerr Construction, Inc.

Address: 1416 County Road 200 N
Goodfield, IL 61742

Phone: 309-691-6653

Contact Person: Max P. Hoerr II

Email: info@hoerr.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
NONE				
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
NONE			
Totals			

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
NONE		
• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
NONE		
• If more firms were contacted, please copy this form and attach the additional information.		

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

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

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

Signature of Prime Contractor

1/2/24
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	1/2/24	Project Title:	2024 Water Service Line Daylighting Project
		Project Number:	2023-20

Prime Contractor: Hoerr Construction, Inc.

Address: 1416 County Road 200N
Goodfield, IL 61742

Phone: 309-691-6653

Contact Person: Max P. Hoerr II

Email: info@hoerr.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

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

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☒	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation) → There is very little material on this project and we already own all the equipment needed. We plan to self-perform all the work.
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Max P. Hoerr II — 1/2/24

Signature of Prime Contractor — Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

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

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director — Date

* Not Applicable *

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

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

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois

COUNTY OF Woodford

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

Signed: Max P. Hoerr II
Title

Subscribed and ~~sworn~~ affirmed to before me this 2nd day of January, ~~2023~~ 2024

(SEAL)

OFFICIAL SEAL
DAVID A STEFFEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/20/2027

David A. Steffen
Notary Public

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

RETURN WITH BID

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

    a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
    b. The number of hours worked each day; and,

    c. The starting and ending time of work each day.

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____ Date: 1-2-24

Hoerr Construction, Inc.

_____ _____

City of Decatur, Illinois Contractor

END OF BID FORM

AIA Document A310tm - 2010

Bid Bond

Contractor:
(Name, Legal Status and Address)
Hoerr Construction Inc
PO Box 65
Goodfield IL 61742

Surety:
(Name, Legal Status and Principal Place of Business)
West Bend Mutual Insurance Company
1900 S 18th St., P O Box 1995
West Bend WI 53095

Owner:
(Name, Legal Status and Address)
City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

Bond Amount: Ten percent of bid
Project:
(Name, location or address, and Project number, if any)
2024 Water Service Line Daylighting Project

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

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

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

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

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

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

Signed and sealed this 4th day of January, 2024

Hoerr Construction Inc
(Contractor as Principal) *(Seal)*

HOERR CONSTRUCTION, INC. CORPORATE SEAL ILLINOIS

(Witness)

(Title) President

West Bend Mutual Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) Ashlyn Tucker, Attorney-in-Fact

State of Illinois
} ss:
County of Macon

On 4th day of January 2024 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ashlyn Tucker

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

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

Catherine L Ater
(Notary Public)

CATHERINE L ATER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 894369
MY COMMISSION EXPIRES: MAY 07, 2027

WEST BEND
A MUTUAL INSURANCE COMPANY

THE SILVER LINING®

Bond No. 2563311

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Ashlyn Tucker

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars ($20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of December, 2023.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:
Reason for subcontractor change:
Describe good faith efforts to utilize an MBE:

_____ _____
Signature of Prime Contractor Date

_____ _____
Signature of Prime Contractor Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

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

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

Section III: Selected MBE purchase of Goods, Materials, and Equipment

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

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

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 16th day of January, 2024, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Hoerr Construction, Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with ***"2024 WATER SERVICE LINE DAYLIGHTING PROJECT*, City Project *2023-20*"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *July 31, 2024.*** The Contractor shall complete all work subject to the date on or before the specified date.

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond	Standard Specifications
Addenda	Appendices

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

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

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____

CITY CLERK MAYOR

Hoerr Construction, Inc.

_____ By _____

SECRETARY (Corporate Seal) PRESIDENT

CONTRACT BOND

Project

2024 Water Service Line Daylighting Project

Project Number 2023-20

We, HOERR CONSTRUCTION, INC

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

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of Three Hundred, Seven Thousand, Eight Hundred Twenty-Five and 00/100

_____ Dollars ($307,825.00), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

HOERR CONSTRUCTION, INC.
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

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

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 16TH day of January, A.D. 2024

Attest:

_____
Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

_____

_____
Julie Moore Wolfe, Mayor

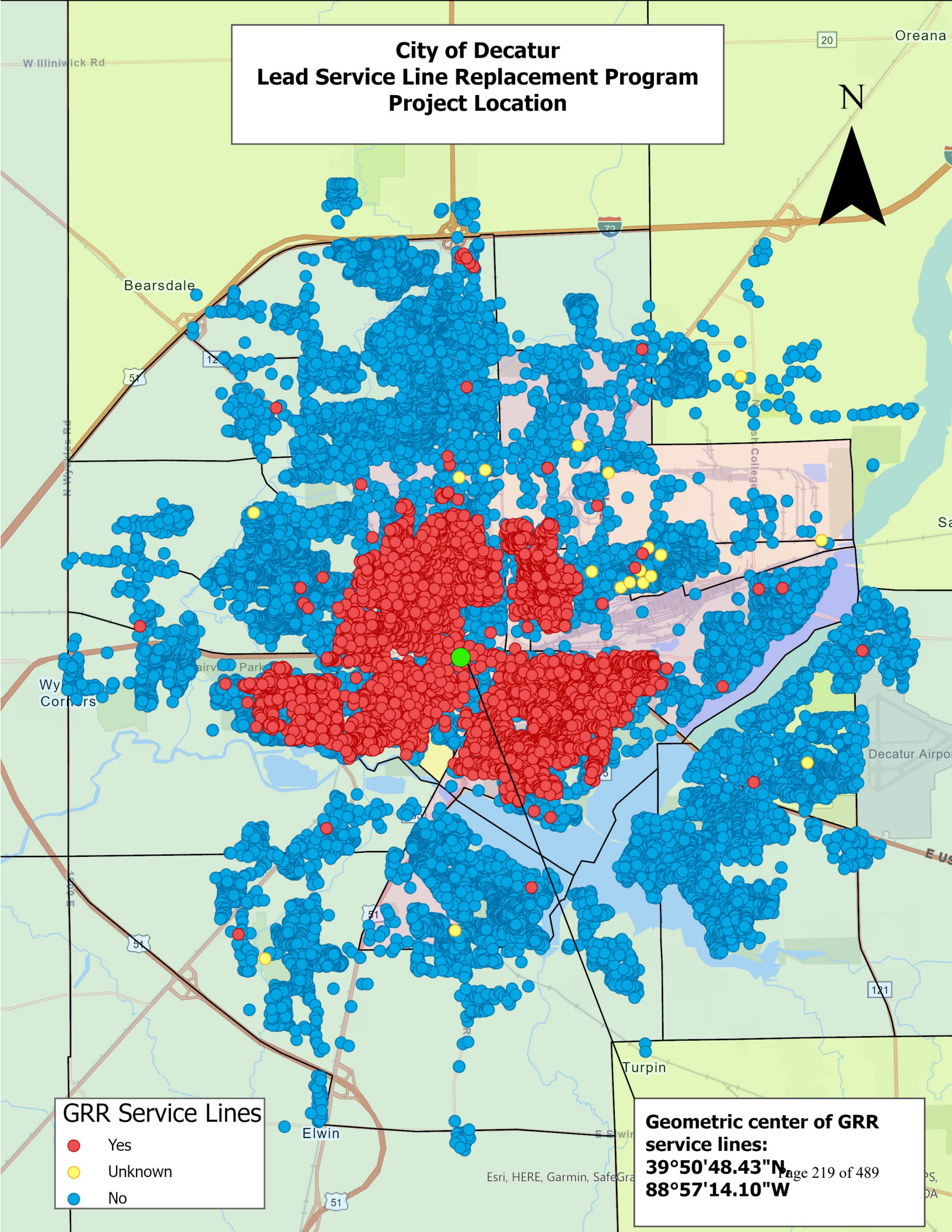
END OF CONTRACT FORMS

Project Name: 2024 Water Service Line Daylighting Project Project Number: 2023-20 Bid Date: 01/04/2024 Time: 10:00 AM Fund: Water Organization Code: 81808118 Object Code: 497000				Engineer's Estimate City Engineering Division		HOERR CONSTRUCTION INC. 1416 COUNTY ROAD 200 N GOODFIELD, IL 61742 CONTACT PERSON MAX P. HOERR II (309) 619-6653 INFO@HOERR.COM		DUKES ROOT CONTROL, INC. 400 AIRPORT RD. STE E ELGIN, IL 60123 CONTACT PERSON VALERIE KIELP (800) 447-6687 BIDS@DUKES.COM		ENTLER EXCAVATING CO. INC. 819 N. SUNNYSIDE RD. DECATUR, IL 62522 CONTACT PERSON STUART ENTLER (217) 428-1865 KARENENTLEREX@GMAIL.COM	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EXPLORATORY EXCAVATIONS	627	EA	$350.00	$219,450.00	$475.00	$297,825.00	$575.00	$360,525.00	$757.00	$474,639.00
2	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	LSUM	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	TOTAL BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				$229,450.00		$307,825.00 34.16%		$370,525.00 61.48%		$484,639.00 111.22%

Robert Weil, Assistant City Engineer

1/5/2024
Date

City of Decatur
Lead Service Line Replacement Program
Project Location



DATE: 1/8/2024

MEMO: 2024-10

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Duke's Root Control for Multi-Year Sanitary Sewer Herbicide Root Control Project, City Project 2023-31

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution awarding a 3-year contract in the amount of $753,745.65 for Multi-Year Sanitary Sewer Herbicide Root Control, City Project 2023-31, with Duke's Root Control Inc., as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:
Sanitary Sewer Priorities
Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The Multi-Year Sanitary Sewer Herbicide Root Control Project primarily addresses priority number 3 by removing roots in the City's sewers. Secondarily, the work also addresses priority 2 by helping to restore the full capacity to pipes with root intrusions which will decrease the amount of sanitary sewer overflows and basement backups. It should be noted that root intrusion into a sewer is a sign of infiltration and simply removing the roots does not reduce ground water leaking into the pipe.

Multi-Year Sanitary Sewer Herbicide Root Control Project

Sanitary sewer lines are extremely susceptible to root intrusion due to the type of pipes historically used for construction of sanitary sewers and the tenacity of tree roots which push into sanitary sewers to find a reliable source of year round moisture. Roots penetrate sanitary sewers through joints, service laterals, connections and cracks in search of water. Unless they are removed, roots will grow to fill the pipe, trapping solids and impeding flow, often causing sanitary sewer backups and overflows.

The project consists of the application of a root herbicide to retard and kill root growth present in and around the targeted sewer lines. The herbicide chemical is combined with a foaming agent that is applied by means of jetting equipment to coat the inside of the sewer pipe. Foam fills the pipe and causes the herbicide to cover and stick to any tree roots that it comes in contact with. The herbicide proceeds to kill the roots that are in the pipe and within a short distance of the outer wall while leaving the main tree structure undamaged. One application will not solve all future root intrusions and the roots will eventually grow back. The effects of the herbicide generally last 3 years after its first application.

This project is structured to continue a three-year herbicide application to control root intrusions into the sewer system by applying herbicide to a third of the identified root susceptible pipes in the City as shown on the attached map. The schedule for the previous, current project and future projects is outlined in Table 1:

Table 1

Year	Zone 1st Application	2nd Application	3rd Application	4th Application	Status
2021	1				Previous Project
2022	2				
2023	3	1			
2024		2			Current Project
2025		3			
2026		1			
2027			2		Future Project
2028			3		
2029			1		

Project locations have been identified through the City's televised sewer inspection program. The herbicide root control program is intended to supplement and reduce ongoing maintenance work performed by City maintenance crews. Using a root control herbicide will extend the service life of sewer pipes because continual root cutting uses rotating saws and chains that tend to damage the sewer over time and when roots are cut they grow back thicker, larger and stronger eventually breaking the joint or crack the root originally penetrated through.

Project Bid Review
The project plans and specifications were prepared by Engineering Division staff. The project was advertised December 13, 2023, and bids were opened on January 4th 2024. The results for the letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over (-Under)
Duke's Root Control, Inc	$753,745.65	0.5%
Engineer's Estimate	**$749,904.07**	**----**

One contractor took out a bid package for the Multi-Year Sanitary Sewer Herbicide Root Control Project and one submitted a bid. Duke's Root Control provided the low responsible bid at 0.5% above the engineer's estimate. Duke's Root Control has completed the previous 3 year herbicide projects and is a nationwide company that focuses on controlling roots and maintenance of sewer lines.

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not a requirement for City Projects. Duke's Root Control will be performing all of the work for this project and will not be using any subcontractors but will adhere to the requirement that 18% of total hours worked be performed by minority workers.

SCHEDULE:

The project is scheduled to begin immediately and will continue for a period of 3 years with a final completion date of October 1, 2026.

PRIOR COUNCIL ACTION:
This project has been ongoing for many years. The City Council approved the FY 2024 Capital

Improvements Plan which allocated funds for this project.

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

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:
Budget Impact:

Funding for this project is allocated in the FY 2024 Capital Improvements Plan. The Project will be paid for out of the Sewer Fund which is funded by the sewer user charge. The 3-year project cost is $753,745.65.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Duke's Root Control, Inc. for Multi-Year Sanitary Sewer Herbicide Root Control Project, City Project 2023-31	Resolution Letter
Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH DUKE'S ROOT CONTROL, INC. FOR MULTI-YEAR SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT CITY PROJECT 2023-31

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

Section 1. That the tabulation of bids received for City Project 2023-31, Multi-Year Sanitary Sewer Herbicide Root Control Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Duke's Root Control, Inc., in the amount of $753,745.65 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Duke's Root Control, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $753,745.65.

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

PRESENTED and ADOPTED this 16th day of January 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

PROJECT MANUAL

2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

CITY PROJECT *2023-31*

DECEMBER 2023

a project of the

City of Decatur, Illinois
Public Works Department
1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle	Ed Culp
David Horn	Dennis R. Cooper
Lisa Gregory	Patrick McDaniel

City Officials

Scot Wrighton	City Manager
Jon Kindseth	Deputy City Manager
Wendy Morthland	Corporation Counsel
Kim Althoff	City Clerk
Ruby James	Chief Financial Officer/Treasurer
Matthew Newell	Public Works Director
Paul Caswell	City Engineer

2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT
CITY PROJECT *2023-31*

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PROJECT MANUAL INDEX

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***11:00 A.M., January 4, 2024*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

CITY PROJECT *2023-31*

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

A three (3) year project to apply foaming root control herbicide to approximately 325,140 lineal feet of sanitary sewers ranging in size from 6 inches to 21 inches. The project will apply root control in approximately 107,400 lineal feet of sewers in year 1 (zone 2), approximately 129,800 lineal feet of sewers in year 2 (zone 3) and approximately 87,900 lineal feet in year 3 (zone 1).

INSTRUCTIONS TO BIDDERS:

1. ***A PRE-BID MEETING*** will be held by ***CONFERENCE CALL ONLY*** on ***11:00 A.M., December 19, 2024***. In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com**. To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	**City of Decatur**
Plans & Portals	**Engineering Division**
Public Projects	**#1 Gary K. Anderson Plaza**
DFS Public Plan Room	**Decatur, Illinois 62523**

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening.

Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.

7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

(1) ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

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

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

REJECTION OF BIDS:

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

December 13, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

END OF
ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

For Construction of: ***2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT***

City Project No.: ***2023-31***

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.

5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

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

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

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

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

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

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

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

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

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

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

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing e-mailed to capitalprojects@decaturil.gov and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, the addenda will be posted on Decatur Blue Prints website at www.Decaturblue.com and notification will be e-mailed to all project plan holders, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project.

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

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

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

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ***Ten(10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material, and equipment to Minority Business Enterprises.
2. Minority workers should perform ***Eighteen (18) Percent (%)*** of the total hours worked.

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a bonus. The amount of the bonus will be calculated as 2% of the final contract amount, with the bonus not to exceed a maximum of $50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation will be provided through **reporting forms submitted monthly to the City of Decatur.**

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

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

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

SECTION 10-5. PENALTIES:

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

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

END OF INFORMATION FOR BIDDERS

RETURN WITH BID

BID FORM

For Construction of: ***2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT***

City Project No.: ***2023-31***

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

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

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

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	None	Not Applicable
2.	_____	_____
3.	_____	_____
4.	_____	_____

RETURN WITH BID

DATE_____, _____

(If an Individual)
Signature of Bidder Not Applicable (SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name Not Applicable (SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

Duke's Root Control, Inc.

(If a Corporation)
Corporate Name (SEAL)

By:

Matt Fishbune, President & CEO
Vice-President

Business Address &
E-mail Addresses 400 Airport Road, Suite E, Elgin, IL 60123

bids@dukes.com

Names of Officers

Matt Fishbune
President

Richelle Owens
Secretary

Richelle Owens
Treasurer

Attest:
Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT
CITY PROJECT *2023-31*

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	Foaming Root Control Treatment 6 Inch	FOOT	4,449	$1.96	$8,720.04
2	Foaming Root Control Treatment 8 Inch	FOOT	228,448	$1.96	$447,758.08
3	Foaming Root Control Treatment 10 Inch	FOOT	48,175	$2.16	$104,058.00
4	Foaming Root Control Treatment 12 Inch	FOOT	26,758	$2.43	$65,021.94
5	Foaming Root Control Treatment 15 & 16 Inch	FOOT	6,641	$4.61	$30,588.45
6	Foaming Root Control Treatment 18 Inch	FOOT	7,259	$6.62	$48,069.10
7	Foaming Root Control Treatment 20 & 21 Inch	FOOT	2,990	$8.20	$24,529.96
8	Mobilization, Year 1	LSUM	1	$0.00	$0.00
9	Mobilization, Year 2	LSUM	1	$0.00	$0.00
10	Mobilization, Year 3	LSUM	1	$0.00	$0.00
11	Alterations, Cancellations, Extensions, Deductions and Extra Work	EACH	1	$25,000.00	$25,000.00

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	January 4, 2024	Project Title:	2023 Sanitary Sewer Herbicide Root Control Project
Total Contract Value:	$753,745.56	Project Number:	2023-31

Section I: Prime Contractor Information

Prime Contractor: Duke's Root Control, Inc.

Address: 400 Airport Road, Suite E, Elgin, Illinois 60123

Phone: (800) 447-6687

Contact Person: Valerie Kielp, Opportunity Coordinator

Email: bids@dukes.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
None. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.				
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
None. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.			
Totals			

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
None. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.		
• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
None. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.		
• If more firms were contacted, please copy this form and attach the additional information.		

Section V:

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

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

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

Matt Fishbune, President & CEO
Signature of Prime Contractor

December 26, 2023
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	January 4, 2024	Project Title:	2023 Sanitary Sewer Herbicide Root Control Project
		Project Number:	2023-31

Prime Contractor: Duke's Root Control, Inc.

Address: 400 Airport Road, Suite E, Elgin, Illinois 60123

Phone: (800) 447-6687

Contact Person: Valerie Kielp, Opportunity Coordinator

Email: bids@dukes.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

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

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☒	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Matt Fishbune, President & CEO — Signature of Prime Contractor

December 26, 2023 — Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

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

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director — Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	January 4, 2024	Project Title:	2023 Sanitary Sewer Herbicide Root Control Project
Total Contract Value:	$753,745.56	Project Number:	2023-31

Section I: Minority Business Enterprise (MBE)Information

Name: Not Applicable

Address: _____

_____

Phone: _____

Contact Person: _____

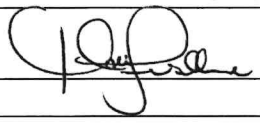
Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Not Applicable. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.		

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

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
	Matt Fishbune
Title	**Date**
President & CEO	December 26, 2023

Minority Business Enterprise Signature	Print
Not Applicable	
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	January 4, 2023	Project Title:	2023 Sanitary Sewer Herbicide Root Control Project
Total Contract Value:	$753,745.56	Project Number:	2023-31

Section I: Prime Contractor Information

Prime Contractor: Duke's Root Control, Inc.

Address: 400 Airport Road, Suite E, Elgin, Illinois 60123

Phone: (800) 447-6687

Contact Person: Valerie Kielp, Opportunity Coordinator

Email: bids@dukes.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Not Applicable. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.				
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Not Applicable. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.				
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Not Applicable. Duke's Root Control, Inc. will self-perform 100% of this Scope of Work.				
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

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

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☒	Other – (State reason and attach explanation) Duke's Root Control, Inc. will self-perform this Scope of Work.

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

Matt Fishbune, President & CEO — December 26, 2023

Signature of Prime Contractor — Date

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois

COUNTY OF Kane

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

Signed:

Matt Fishbune, President & CEO
Title

Subscribed and sworn to before me this 28th day of December, 2023.

(SEAL)

CHRISTINA URBINA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 28, 2025

Christina Urbina
Notary Public

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

RETURN WITH BID

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

    a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
    b. The number of hours worked each day; and,

    c. The starting and ending time of work each day.

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date:_____ Date: December 26, 2023

_____ _____

City of Decatur, Illinois Contractor Matt Fishbune, President & CEO

END OF BID FORM

BID BOND

HF&C

HAYLOR, FREYER & COON INC.

AN ALERA GROUP COMPANY

Bonding Specialists

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Duke's Root Control, Inc.
400 Airport Rd., Suite E
Elgin, IL 60123

SURETY:
(Name, legal status and principal place of business)
Great Midwest Insurance Company
800 Gessner Rd., Ste. 600
Houston, TX 77024

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

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

OWNER:
(Name, legal status and address)
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

BOND AMOUNT: Ten Percent of Bid Amount (10%)

PROJECT:
(Name, location or address, and Project number, if any)
2023 Sanitary Sewer Herbicide Root Control Project

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

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

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

Signed and sealed this 19th day of December, 2023

Duke's Root Control, Inc.
(Witness) *(Principal)* *(Seal)*
(Title) Matt Fishbane Asst President

Great Midwest Insurance Company
(Witness) *(Surety)* *(Seal)*
(Title) Paul J. Hagen, Attorney-In-Fact

DUKE'S ROOT CONTROL, INC. CORPORATE SEAL 2002 NEW YORK

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Corinne E. Yousey, Dawn M. Gaido, Trevor A. Hash, James D. Freyer, Paul J. Hagen, Adam J. LaClair, Raechel Eassa

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
Notary ID 131090488

BY _____

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of December, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PRINCIPAL'S ACKNOWLEDGMENT
INDIVIDUAL VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally came _____ to me known, and known to me to be the person (s) who is (are) described in and who executed the forgoing instrument, and acknowledges to me that he (they) executed the same.

_____
(Notary Public)

LIMITED LIABILITY COMPANY VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who executed the forgoing instrument, and who being by me duly sworn, deposes and says that (s)he is the _____ _____ of _____. A Limited Liability Company, and that (s) he executed the forgoing instrument as the act and deed of the said Limited Liability Company.

_____
(Notary Public)

CORPORATE VERIFICATION

State of IL
County of Kane

On this 20 day of December, in the year 2023, before me personally came Matt Fishbane to me known, who, being by me duly sworn, deposes and says that (s) he resides in the City of Geneva that (s) he is the CEO + President of the Duke's Root Control the corporation described in and which executed the forgoing instrument, that (s) he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s) he signed his/her name thereto by like order.

Jasmine Reyes
(Notary Public)

JASMINE REYES
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 11, 2027

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 19th day of December in the year 2023, before me personally came Paul J. Hagen to me known, who, being by me duly sworn, did depose and say that (s)he resides in Syracuse, NY; that (s)he is the Attorney-in-Fact of the Great Midwest Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that (s) he signed his/her name thereto by like order.

Corinne E. Yousey
(Notary Public)

Corinne E. Yousey
Notary Public, State of New York
No. 01YO6149825
Qualified in Onondaga County
My Commission Expires July 17, 2026

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2022
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		**Liabilities:**	
Cash and Short term Investments	$ 88,538	Loss and Loss Expense Reserves	$ 84,237
Bonds	196,165	Unearned Premium	40,813
Commons Stocks	21,270	Ceded Reinsurance Premium	2,621
Mortgage Loans	20,563	Other Liabilities	1,868
Other Invested Assets	16,350		27,970
Total Cash & Invested Assets	342,885	**Total Liabilities**	157,509
Other Assets:		**Capital and Surplus:**	
Premium Receivables	19,419	Common Stock	4,550
Reinsurance Recoverable	11,724	Gross Paid In & Contributed Capital	261,893
Tax Assets	7,240	Unassigned Funds (Surplus)	(7,132)
Other Assets	35,552		
Total Other Assets	73,935	**Total Capital and Surplus**	259,311
Total Assets	$ 416,820	**Total Liabilites, Capital & Surplus**	$ 416,820

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2022.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 25 day of April, 2023.

STATE OF TEXAS
COUNTY OF HARRIS

On this 25 day of April 2023, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
Signature of Notary Public

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:
Reason for subcontractor change:
Describe good faith efforts to utilize an MBE:

_____ _____
Signature of Prime Contractor Date

_____ _____
Signature of Prime Contractor Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

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

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

Section III: Selected MBE purchase of Goods, Materials, and Equipment

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

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

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 16th day of January, 2024, . by and between the City of Decatur, Illinois, hereinafter called "Owner", and Duke's Root Control, Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with, **2023 Sanitary Sewer Herbicide Root Control Project, City Project *2023-31*** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *October 1, 2026.*** The Contractor shall complete all work subject to the date on or before the specified date.

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond	Standard Specifications
Addenda	Appendices

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

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

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

_____ _____

CITY CLERK By MAYOR

Duke's Root Control, Inc.

By _____

_____

SECRETARY (Corporate Seal) PRESIDENT

CONTRACT BOND

Project **2023 Sanitary Sewer Herbicide Root Control Project**

Project Number **2023-31**

We, Duke's Root Control. Inc.

---

a/an) D Individual D Co-partnership D Corporation organized under the laws of_____,as

PRINCIPAL, _____

---as SURETY,

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

---

Seven Hundred, Fifty -Three Thousand, Seven Hundred Forty-Five and 65/100----------

_ Dollars ($753,745.65), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

Duke's Root Control, Inc.

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalfor PRINCIPAL)

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

Given under my hand and notarial seal this _____day of _____A.D.

My commission expires _____

_____
Notary Public

(SEAL)

SURETY

_____
(Name of Surety)

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

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

_____

_____
(Insert names of individuals signingon behalf or SURETY)

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

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

My commission expires _____

_____
Notary Public

(SEAL)

CITY OF DECATUR

Approved this 16th day of January, A.D. 2024

Attest:

_____
Kim Althoff, City Clerk

City Council

_____
City of Decatur, Illinois

_____

_____
Julie Moore Wolfe, Mayor

END OF CONTRACT FORMS

2023 Sanitary Sewer Herbicide Root Control Project
City Project 2023-31
December 28, 2023

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT
CITY PROJECT 2023-31
DATED DECEMBER 2023

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated December 28, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

2.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on December 19, 2023.

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

END OF ADDENDUM NO. 1

City Engineer: _____ Date: December 28, 2023

Pre-bid Meeting Minutes
for

2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

CITY PROJECT 2023-31

Conference Call
11:00 a.m., Tuesday, December 19, 2023.

I. Introduction

II. Project Review

A three (3) year project to apply foaming root control herbicide to approximately 325,140lineal feet of sanitary sewers ranging in size from 6 inches to 21 inches. The project will apply root control in approximately 107,400 lineal feet of sewers in year 1 (zone 2), approximately 129,800 lineal feet of sewers in year 2 (zone 3) and approximately 87,900 lineal feet in year 3 (zone 1).

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

A. Policy

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

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

1. Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

   b. What is the City's expectation of what will be required to demonstrate a Good Faith Effort?

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

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

   c. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

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

a. The City tracks this goal through forms provided by the City, a copy is located within the special provisions. Prevailing wage reports are not required to be submitted when the Prevailing wage act reporting is provided.

IV. Other Items

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

Pre-Bid Sign-In Sheet

2023 SANITARY SEWER HERBICIDE ROOT CONTROL PROJECT

2023-31

Tuesday, December 19,2023, Public Works Conference Room

Name --- Email Address	Representing	Phone Number --- Fax Number	In Person (P) Conference Call (C)
1) Paul Caswell	City of Decatur	(217) 424- 2747	
Email: PCaswell@decaturil.gov		(217) 424- 2799	
2) Kahlil Graves-Thomas	City of Decatur	(217) 424- 2747	P
Email: KGraves-Thomas@decaturil.gov		(217) 424- 2799	C
3) Rex Dummermuth	City of Decatur	(217) 424- 2747	P
Email: RDummermuth@decaturil.gov		(217) 424- 2799	C
4) Corey Tatum	City of Decatur	(217) 424- 2747	P
Email: CTatum@decaturil.gov		(217) 424- 2799	C
5)			P
Email:			C
6)			P
Email:			C
7)			P
Email:			C
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

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

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

SECTION 10-5. PENALTIES:

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

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

Project NAME: 2024 WATER SERVICE LINE DAYLIGHTING PROJECT

Project Number: 2023-31

Bid Date: 01/04/2024

Time: 11:00 AM

Fund: SEWER FUND

Organization Code: 79487906
Object Code: 489030

Engineer's Estimate

City Engineering Division

DUKE'S ROOT CONTROL
400 AIRPORT RD. STE. E
ELGIN, IL 60123

Contact Person
Valerie Kielp
800-447-6687
bids@dukes.com

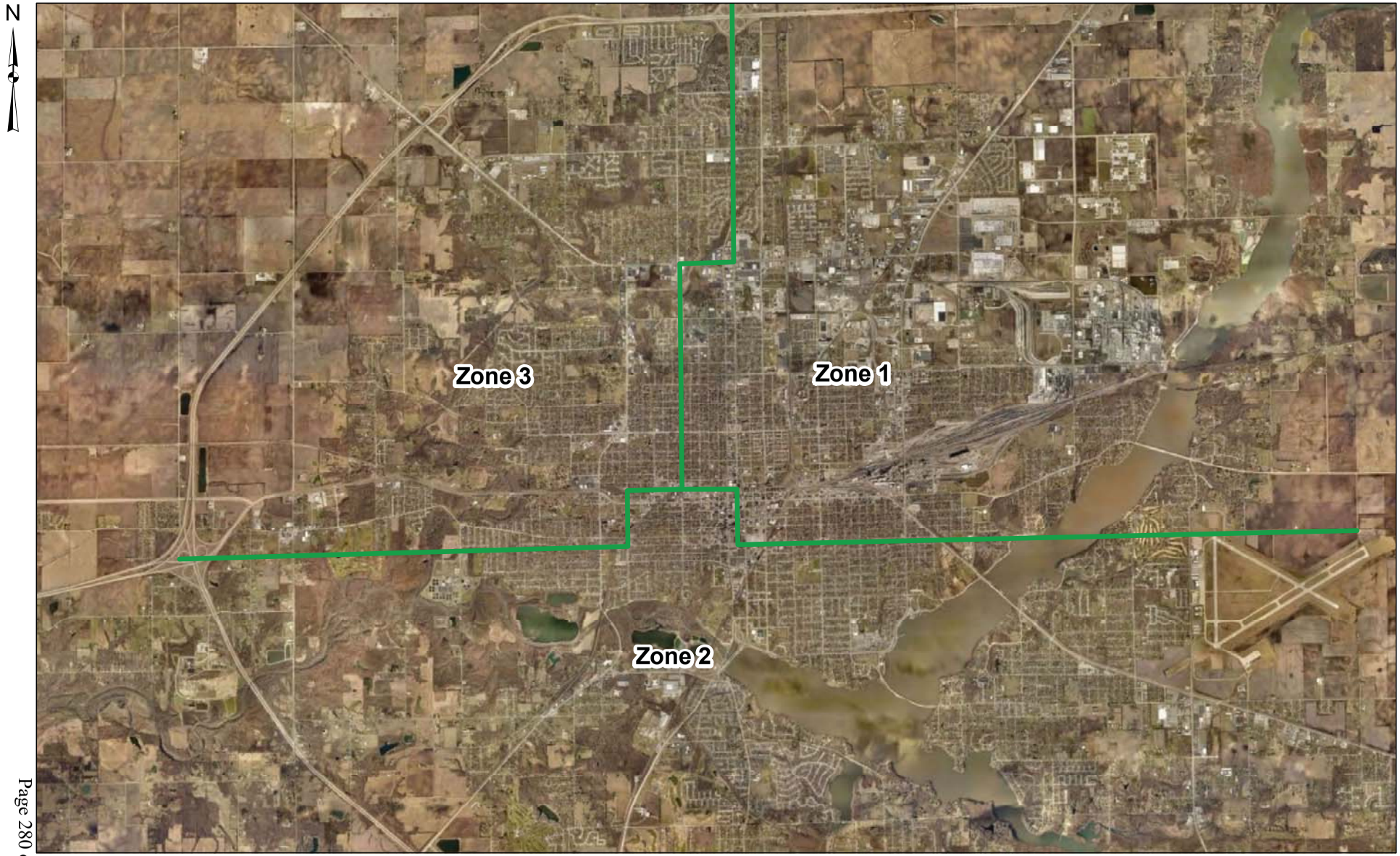
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Foaming Root Control Treatment 6 Inch	4,449	FOOT	$1.93	$8,586.57	$1.96	$8,720.04
2	Foaming Root Control Treatment 8 Inch	228,448	FOOT	$1.93	$440,904.64	$1.96	$447,758.08
3	Foaming Root Control Treatment 10 Inch	48,175	FOOT	$2.12	$102,131.00	$2.16	$104,058.00
4	Foaming Root Control Treatment 12 Inch	26,758	FOOT	$2.30	$61,543.40	$2.43	$65,021.94
5	Foaming Root Control Treatment 15 & 16 Inch	6,641	FOOT	$3.23	$21,427.15	$4.61	$30,615.01
6	Foaming Root Control Treatment 18 Inch	7,259	FOOT	$4.86	$35,278.74	$6.62	$48,054.58
7	Foaming Root Control Treatment 20 & 21 Inch	2,990	FOOT	$5.86	$17,532.57	$8.20	$24,518.00
8	Mobilization, Year 1	1	LSUM	$10,000.00	$10,000.00	$0.00	$0.00
9	Mobilization, Year 2	1	LSUM	$12,500.00	$12,500.00	$0.00	$0.00
10	Mobilization, Year 3	1	LSUM	$15,000.00	$15,000.00	$0.00	$0.00
11	Alterations, Cancellations, Extensions, Deductions and Extra Work	1	EACH	$25,000.00	$25,000.00	$25,000.00	$25,000.00
	TOTAL BIDS (AS CORRECTED)				**$749,904.07**		**$753,745.65**
	Percent Over Under ENGINEER'S ESTIMATE						0.51%

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

1/4/2024
Date

Annual Sanitary Sewer Herbicide Root Control Project

Application Zones



DATE: 1/8/2024

MEMO: 2024-12

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Lacie Elzy, Transportation Services Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Approving the Purchase of Faster Asset Solutions Cloud Based Fleet Management Software

SUMMARY RECOMMENDATION:
It is proposed that the City Council approve the attached resolution authorizing the mayor to sign and the City Clerk attest to the expenditure of $92,789.25 to Faster Asset Solutions for cloud-based fleet management software. The cost is proposed to be shared between the Fleet Maintenance Section of Public Works (87.5%) and Mass Transit Section of Transportation Services (12.5%).

BACKGROUND:
For many years, the City's Fleet Maintenance Section has used Faster Fleet Management software to track and manage the maintenance on the City's 187 vehicles plus another 200 pieces of equipment. This involves ongoing maintenance and fuel use. The software has proven to be very beneficial to the City in helping to use the City's fleet in the most efficient manner.

Last year, the City was informed that Faster was moving to a fully cloud (web) based platform and would no longer support its desktop system which the City currently uses. In addition, it was determined that Mass Transit would also begin using the Faster platform to enable a better integration of its transit vehicle management into the overall City fleet. The City received a quote from Faster for $92,789.25 to provide the cloud-based software update and move the City's fleet inventory to the new system, all of which is spelled out on the attached quote.

It is proposed that the total cost of the Faster software be split between the Public Works Fleet Section and Mass Transit based on the number of vehicles in each system. The Mass Transit system has about 12.5% of the City's fleet assets.

- Fleet Maintenance: $70,014.25
- Mass Transit: $22,775.00

- **Total: $92,789.25**

The Public Works portion of the funding is in the approved Fleet Maintenance budget. Mass Transit's portion is also in the approved budget and will be paid through funding provided by the Illinois Department of Transportation and Federal Transit Administration operating funds.

SCHEDULE: The software conversion will take about 5 months to complete.

PRIOR COUNCIL ACTION: None

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

STAFF REFERENCE: Matt Newell, Public Works Director, Lacie Elzy, Transportation Services Director. Matt Newell will be present to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for the expenditure is available in the 2024 General Fund and Mass Transit budgets.

Staffing Impact: Staff time has been allocated.

ATTACHMENTS:

Description	Type
Resolution Accepting Faster Quote	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF FASTER ASSET SOLUTIONS CLOUD BASED FLEET MANAGEMENT SOFTWARE

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

Section 1. That the Faster Asset Solutions proposal received to upgrade the City's Faster software to a cloud-based system, presented herewith as Exhibit A be, and it is hereby received, and placed on file.

Section 2. That the proposal from Faster Asset Solutions in the amount of $92,789.25 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Faster Asset Solutions for their quoted price of $92,789.25.

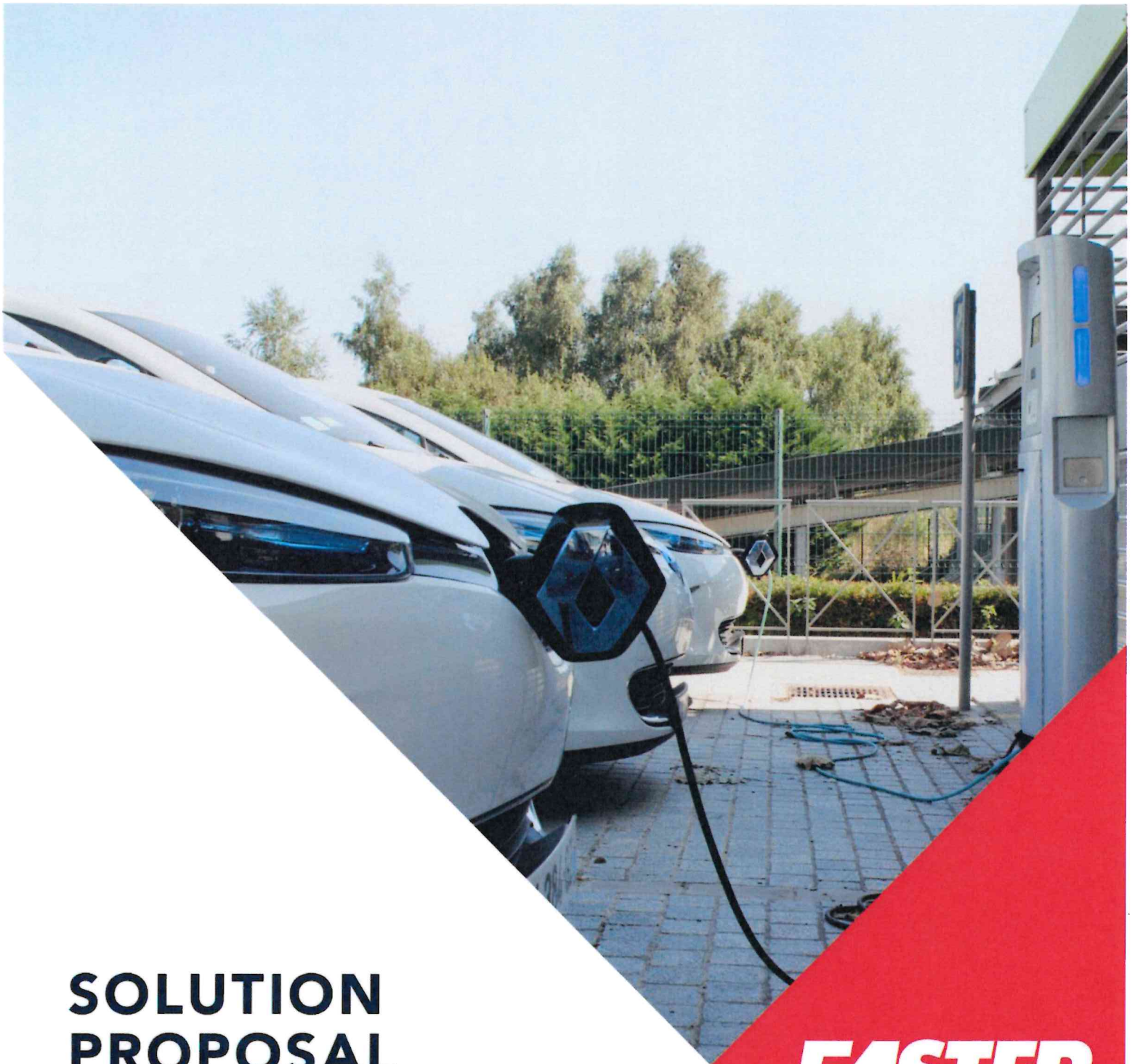
Section 4. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED and ADOPTED this 16th day of January, 2024.

_____
Julie Moore Wolf, Mayor

ATTEST:

_____
Kim Althoff, City Clerk



SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

FASTER

Chris Berg-Schneider

City of Decatur

Quote #: 1795 v5

Quote Date: Dec 12, 2023

Quote Expires: Jan 31, 2024

EXHIBIT A

FASTER Asset Solutions Quote and Proposal

Chris Berg-Schneider

Fleet Supervisor

City of Decatur

FASTER Asset Solutions is pleased to submit our proposal, City of Decatur, IL - Migration. *FASTER* has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. *FASTER* is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe *FASTER* is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as *FASTER*. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

***FASTER* Invests in the Long-Term:**

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. *FASTER* Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that *FASTER* is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

***FASTER* Asset Solutions**
*FASTER*asset.com | LinkedIn | Facebook

Sales@fasterasset.com
757.623.1700

Mike Jennings

mike.j@fasterasset.com

Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	**1795 v5**
Date	**Dec 12, 2023**
Expires	**Jan 31, 2024**
Contact	**Mike Jennings**

Prepared for

City of Decatur
Chris Berg-Schneider
2600 N Jasper street
Decatur, IL 62526
United States

T: 217-875-5718
E: rbergschneider@decaturil.gov

ACCEPT QUOTE

City of Decatur, IL - Migration

FASTER Web Core

One-Time Fees

Category	Item	Qty
LICENSE	**FASTER WEB CORE LICENSE FEE** FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at $5,000 or greater and active). • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. 15% Item Discount ($6,000.00) FASTER (Code: 001)	400
LICENSE	**FASTER WEB Non Standard Assets License Fee** For non standard assets (initial purchase price <$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support. Fuel Only assets are also considered non standard regardless of initial purchase price. 15% Item Discount ($750.00) FASTER (Code: 012a)	200

Category	Item	Qty
SETUP / Hosting	**Database Management & Setup Migrating Customer** Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location Item Discount ($500.00) Faster Asset (Code: 620)	1

One-Time Subtotal	$47,000.00
Discount	($7,250.00)

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	**FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Core annual support and maintenance fee per standard asset. FASTER (Code: 001A)	400
SUPPORT and MAINTENANCE	**FASTER WEB NON STANDARD ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset. FASTER (Code: FWNSALICANN)	200
SUPPORT and MAINTENANCE	**Database Annual Support and Maintenance** Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes 24x7x365 cloud database access. Item Discount ($250.00) FASTER (Code: DBMSANN)	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$18,000.00
Discount	($250.00)

FASTER Web Add-On Solutions

One-Time Fees

Category	Item	Qty
Addon Modules / WEB	**Fuel Import - Single Vendor (Existing Customer) - FuelMaster** Single Vendor Fuel Import This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import 15% Item Discount ($540.75) Faster Asset (Code: 301)	1
Addon Modules / WEB	**Dashboard** The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. 100% Item Discount ($10,300.00) FASTER (Code: 207nc)	1
Addon Modules / WEB	**Barcoding Add-On Setup** The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control. • Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well. • Simplifies inventory and intake processes for inventory items and storerooms. • Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes. • Reduces data errors that occur with any manual data entry process. • Print barcode labels for items, including labels for a range of items simultaneously. 15% Item Discount ($927.00) FASTER (Code: 208)	1

One-Time Subtotal	$20,085.00
Discount	($11,767.75)

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	**Fuel Import Single Vendor Support and Maintenance Existing Customer - FuelMaster** Annual support and maintenance for fuel import for existing customer FASTER (Code: 301ann)	1

FASTER

Quote

Category	Item	Qty
SUPPORT and MAINTENANCE	**Dashboard Annual Support and Maintenance** FASTER (Code: 207ncann)	1
SUPPORT and MAINTENANCE	**Barcoding Add-On Annual Support & Maintenance** Annual recurring support and maintenance for barcode module FASTER (Code: 208ANN)	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$4,017.00

FASTER Web Integration Add-Ons

One-Time Fees

Category	Item	Qty
Addon Modules / WEB	**Asset Alerts Import** Diagnostic trouble codes (DTC), fault codes or issues found as a result of inspection imported as alerts directly into FASTER Web. • Alerts are easily sorted and filtered to identify those that warrant a critical maintenance need and provide shop floor managers with the ability to receive, view and take immediate action. • Alerts are stored in the Assets module under the Asset Alert tab and in the Maintenance Module under the action Service Request & Alerts for diagnostic or historical viewing. • Alerts are viewable in the Technicians Workstations when a technician is logged onto a specific repair. Fault code history may be viewed In the My Repairs Page. • Fault codes may be manually associated to a repair type and then a pending pair may be manually created in the Maintenance Repair section. • Details for alerts associated to a pending repair are viewable within the repair record. • Optional: Alert Filtering and Mapping Add-on available that will automatically create pending repairs or service items and/or automatically send text or email custom notifications. • Add on permits the assignment of custom descriptions to alerts from validated XML files. 20% Item Discount ($1,339.00) Faster Asset (Code: 328)	1
Addon Modules / WEB	**Asset Meter Readings Import** The solution is designed to import cumulative asset meter readings into your FASTER Web system as provided by your vendor. Any meter type supported by FASTER Web can be configured to import Miles, Hours, PTO, Engine Idle Hours, etc. • Meters can be viewed for historical purposes in the Asset Module under the Meters, Warranties tab. • The most recent valid meter reading will update the Meters Actual reading throughout the system. 20% Item Discount ($1,854.00)	1

Category	Item	Qty
	Faster Asset (Code: 326)	

One-Time Subtotal	$15,965.00
Discount	($3,193.00)

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	**Asset Alerts Import Support and Maintenance** Annual support and maintenance for asset alerts import FASTER (Code: 328ann)	1
SUPPORT and MAINTENANCE	**Asset Meter Readings Support and Maintenance** Annual support and maintenance for asset meter readings. FASTER (Code: 326ann)	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$3,193.00

FASTER Web Implementation

One-Time Fees

Category	Item	Qty
Professional Services / Data Conversion	**Migration Data Conversion** The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web. • Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope • Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope 20% Item Discount ($4,000.00) Faster Asset (Code: 408) Base Price	1

One-Time Subtotal	$20,000.00
Discount	($4,000.00)

FASTER Web Training

One-Time Fees

FASTER

Quote

Category	Item	Qty

Professional Services / Training	**Implementation Training**
	• Faster Web 101 Introduction
	• Training Planning Meeting
	• Pre-Go Live
	  • Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live
	• Go Live
	  • Three days of onsite, live, instructor-led training
	  • Covers functions necessary in day-day fleet work
	• 90 Days Post-Go Live
	  • Deployment 30 min weekly Status Consult for 1st 30 days
	  • Health Check 2-hr call 60 and 90 days from Go Live.
	• Ongoing through 1st Year
	  • Access to FASTER Resource Central
	  • Monthly public Q&A and Seminar on specific topics
	
	Faster Asset (Code: 512-SGL)
		1

One-Time Subtotal	$15,950.00

Summary

Please contact us if you have any questions.

One-Time Subtotal	$119,000.00
Discount	($26,210.75)
Total One-Time	**$92,789.25 USD**
Annual Support And Maintenance Subtotal	$25,210.00
Discount	($250.00)
Total Annual Support And Maintenance	**$24,960.00 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
LICENSE	$45,000.00	—
SUPPORT and MAINTENANCE	—	$25,210.00
SETUP / Hosting	$2,000.00	—
Addon Modules / WEB	$36,050.00	—
Professional Services / Data Conversion	$20,000.00	—
Professional Services / Training	$15,950.00	—
Discount	($26,210.75)	($250.00)
Total	**$92,789.25 USD**	**$24,960.00 USD**

- All sales subject to FASTER Asset Terms and Conditions.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- City of Decatur will enter Transit's asset data into FASTER Win prior to migration.
- PAYMENT TERMS:
  - One Time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live.
  - 100% of Annual Fees at Installation of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year's annual fee.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

FASTER Asset
GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as *"FASTER,"* and the City of Decatur, Illinois, hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are as follow:

Schedule A: Statement of Work
Schedule B: Software Upgrades & Support Agreement
Schedule C: Software License Agreement
Schedule D: Cloud Service Level Agreement (SLA)
Schedule E: Pricing & Payment Terms

1. *FASTER* Web and Custom Deliverables:

a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

- Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

i. *FASTER* will perform data validation testing.

ii. *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.

iii. *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.

iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.

v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.

vi. *FASTER* will provide data validation test cases for Customer to use free of charge.

vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER's* work will be corrected by *FASTER* at no charge to Customer.

2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

3. Proprietary Rights of *FASTER*

a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*. Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

i. Competitive Uses: Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).

2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.

3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

6. Limitation of Liability

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fees.

7. Confidential Information

"**Confidential Information**" means any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms.

8. Term and Termination

The initial term of this Agreement shall be for five years from the Effective Date. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not

cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Early Termination

Customer recognizes that pricing consideration is given for multi-year term agreements. In the event that Customer elects to cancel the Agreement without cause prior to the completion of the initial term, Customer agrees to provide 6-months notice..

9. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Asset Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with *FASTER* in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, *FASTER* reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

h. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of the State of Illinois. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

CITY OF DECATUR, ILLINOIS	TT FASTER LLC DBA *FASTER* Asset Solutions:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A: Statement of Work

1. SERVICES
    a. Orders for Services.
        i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
        ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
    b. Professional Services.
        i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
            1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
        ii. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
    c. Training Services.
        i. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
        ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
        iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER's* then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
    d. Implementation/Configuration Services.
        i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
        ii. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
    e. Custom Work

i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.

2. PROJECT MANAGEMENT.
    a. Project Managers.
        i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
        ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
        iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
        iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
    b. Delays in Performance.
        i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER's* performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
        ii. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
        iii. *FASTER's* obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
        iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.
3. *FASTER* Web Application
    a. One instance of the *FASTER* Web application with one database is included.
    b. Unlimited user access (named accounts) is included.
    c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
    d. MODULES
        i. Assets
        ii. Inventory
        iii. Maintenance
        iv. Fuel
        v. Accounting
        vi. Vendors
        vii. Reports
    e. Technician Workstation
    f. Customer Portal
4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

a. Selected software add-on components as indicated in the Order.
b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.

5. Application Programming Interface (API) (OPTIONS)
    a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
        i. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
        ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
    b. Maintenance Repair API
        i. Retrieve work order and direct charge repair information from *FASTER* Web
    c. Asset Alerts API
        i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
        ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
    d. Asset Locations Web Service API
        i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
        ii. One or more new location records are created once per hour per asset.
    e. Inventory Orders and Invoices API
        i. Import invoices into *FASTER* Web based on received date
        ii. Import orders and line items by status and date
        iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
        iv. Create orders and order lime items (optional parameter)
        v. Deletes orders and order line items.
    f. Inventory Item Request Web Service API
        i. Retrieve item requests and create item request messages.
        ii. Item requests include Storeroom, Begin and/or End Date and Offset
        iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
    g. Asset Meter Readings Web Service API
        i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
    h. Purchase Orders Web Service API
        i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
        ii. Create one or more purchase orders and budget line items for purchase orders.
    i. Process Billing Automation Web Service API
        i. Auto create date specific billing statement in *FASTER* Web
    j. Asset Birth Certificate Web Service API

i. Retrieves and updates Assets in *FASTER* Web.
ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.

6. Integrations (OPTIONS)
    a. Asset Alerts Import
        i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
    b. Asset Locations Import
        i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER* Web's map
        ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
        iii. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
    c. Asset Meter Readings Import
        i. Import cumulative asset meter readings available from vendor into *FASTER* Web.
        ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
        iii. *FASTER* Web can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
    d. Single Vendor Fuel Import
        i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
        ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
    e. Fuel Dispenser Integration
        i. Allows *FASTER* Web users to track the individual fuel site and/or dispenser source.
        ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
    f. VIN Decoder
        i. Scan or manually enter a VIN into *FASTER* Web Create Asset and Select Asset processes.
        ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
        iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER* Web.
        iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER* Web "Create New Asset" function.
            1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
        v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
        vi. NHTSA values are checked to confirm active status in *FASTER* Web.

7. Modules (OPTIONS)
    a. Barcoding Add On
        i. Software to scan and print 2D or Symbiology – Code 128 barcodes
    b. Alert Filtering and Mapping Add On

i. Automatically create pending repairs or service items
ii. Automatically send text or email custom notifications.
iii. Assign custom descriptions to alerts from vendor provided XML file
iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.

c. Dashboard Add On
i. Separate module with user definable views and settings
ii. 12 additional KPI (Key Performance Indicators) Charts

d. *FASTER* Web Inventory Import Utility (IIU)
i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
ii. Supports import of Inventory (parts) data from parts or fluid vendor.
iii. IIU is incorporated directly in *FASTER* Web Integrations Module
iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
v. Scheduling frequency of import as often as every five minutes.
vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.

e. Web-Based MotorPool Module
i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
ii. Unlimited user access (named accounts)
iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.

f. Key Box Integration
i. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.

8. Exports (OPTIONS)
a. Asset Alert Results Export
i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared

b. Asset Birth Certificate Export
i. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.

9. Data Services (OPTIONS)
a. Data Extraction Mapping Tools
i. Option 1: Pre-designed MS Excel data mapping template
ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration

b. Level 1 Data Conversion and Testing

i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
ii. Data Validation testing conducted to confirm data conversion integrity.

c. Level 2 Data Conversion and Testing
i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
ii. Data Validation testing conducted to confirm data conversion integrity.

d. Level 3 Data Conversion and Testing
i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
ii. Functional stability testing conducted to ensure no data conflicts with FASTER Web table structure.
iii. Data Validation testing conducted to confirm data conversion integrity.

10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
    a. Maintenance Management Overview
    b. System Configuration for *FASTER* Web system settings
    c. Training Plan and Schedule for specific system users and job functions.
    d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
11. Go Live Training
    a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
    b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
12. Post Go-Live Training (OPTIONS)
    a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
    b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
    c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.

2. Software Upgrades:

    a. Software upgrades are regularly scheduled and implemented by *FASTER to all customers with current* Software Upgrades & Support Agreements (i.e., it cannot have expired). Software Upgrades & Support provides the following upgrade benefits:

        i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.

        ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.

3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.

4. *FASTER* Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	• Customer's production system is down due to an issue with a *FASTER* product. • *FASTER* product is unusable resulting in total disruption of work or other critical business impact. • No workaround is available
High	• Major feature/function failure • Operations are severely restricted • A workaround is available
Medium	• Minor feature/function failure • Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	• Minor issue • Documentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure **a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library

Medium	1 Business Day	Within 5 Business Days	• Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release
Low	1 Business Day	Within 10 Business Days	• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. *FASTER* has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	*FASTER* is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	*FASTER* has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. *FASTER* will regularly provide status updates and expected resolution timelines to the customer.
Closed	Closed status reflects that: • Customer and *FASTER* agree that a satisfactory resolution has been provided, or • Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or • *FASTER* has made multiple attempts to contact Customer that opened the log and Customer has not responded. Electronic service requests (Web, e-mail) may be closed when *FASTER* Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial "Go-Live Training," remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer's review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.

6. Customer's Responsibilities:

    a. Customer's representative(s) must be qualified and authorized to communicate all necessary information.

    b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.

    c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*'s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

Schedule C: Software License Agreement

1) Scope of License

a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER's* hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

2) SaaS Services.

a) Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER's* hardware, during the Access Term, as agreed by the Parties in this Agreement.

b) Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

c) Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER's* intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

d) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

3)

4) Environment:

Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

a) SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.

b) OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

Schedule D: Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where:Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU
And: ((TMM-TMU) X 100)/TMM = Availability

4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.

4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.

4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to $1/30^{th}$ of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

SCHEDULE E: PRICING AND PAYMENT TERMS

Payment Schedule

Migrating Customer

Standard Quote

MILESTONE	PAYMENT
Upon Purchase Confirmation	30% One Time Fees
Project Kickoff	20% One Time Fees
FASTER Web Delivery	30% One Time Fees and 100% of 1st Year Recurring Fees
Data Delivery and Go-Live	20% One Time Fees

DATE: 1/8/2024

MEMO: 2024-05

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens

SUMMARY RECOMMENDATION:
It is proposed that the City Council determine whether it wishes to continue maintaining and operating its current emergency warning system. If they do, then it is recommended that they approve the attached resolution authorizing the Mayor to sign and the City Clerk to attest two separate resolutions, described below. If the City Council wishes to consider an alternative system for emergency notification of citizens, then both of these items should be tabled. In any event, these expenses have been anticipated in the adopted FY2024 budget.

1. The expenditure of **$47,827.00 to Federal Signal Corporation** for the purchase and installation of two (2) Federal Signal outdoor emergency warning sirens**.**

2. The expenditure of **$135,019.00 to Federal Signal Corporation** for the purchase and installation of the Federal Signal Corporation siren activation and monitoring system.

BACKGROUND:
New Emergency Warning Sirens
The City currently has 21 outdoor emergency warning sirens. In 2015 the City began replacing the outdoor warning sirens due to the age of the system and the limited availability of replacement parts. At that time, competitive quotes were received and it was determined that Federal Signal Corporation provided the best value to the City for providing emergency warning sirens. The Federal Signal siren is the most popular siren in Central Illinois and is compatible with the City's radio system. As part of this replacement program, to date, the City has replaced 11 of its 21 outdoor emergency warning sirens.

The warning sirens located at the Macon County Fair Grounds and the City Fire Station on 22nd Street, by the old Firestone Building, were installed in 1996 and are currently our most problematic sirens. These sirens have had outages in recent years, along with battery acid corrosion due to

battery failure, failing chargers, relays and deteriorated wiring, RTU boards have been repeatedly replaced, and all plastic, metal and flexible conduits have deteriorated due to age and exposure.

New Emergency Warning Siren Activation and Monitoring System.
The city's 21 outdoor emergency warning sirens are activated by radio transmission from the Regional Dispatch Center which communicates with each of the city's sirens. In 2023, Motorola discontinued its service of the city's siren activation system which includes:

- Software
- Activation consoles at the dispatch center and the backup radio tower at the Municipal Services Center
- Remote controller receiver units at each siren

Federal Signal provides the necessary units required to control their siren system and the proposal is to replace the above with Federal Signal units and software. Without the system communications upgrade, the system will, at some point, no longer be able to activate as individual receiver units fail in the future.

The repair and replacement of outdoor warning sirens has become increasing expensive because these systems are antiquated, despite the biennial replacements initiated by the Public Works Department, which have been summarized here.

Cities across the country began installing outdoor warning sirens in the 1950s. It remains a 20th Century technology. The problem with outdoor warning sirens is:

1. People spend less time outdoors in the 21st Century
2. Outdoor warning sirens do not provide any specific information about the nature of a local emergency or what citizens should do (take cover because of an incoming tornado, evacuate a certain neighborhood because of a chemical spill, get off certain roadways because of an armed pursuit situation, etc.).
3. Modern building materials and energy efficiency construction methods make it much harder to hear sirens from the inside of a building, or if residents are in the basement.
4. The proliferation of cell phones, automatic cell phone alert software, reverse 9-1-1, Amber Alert systems, weather apps and weather radios are often faster and more informative ways of communicating emergency information to citizens.

Phasing out the use of outdoor warning sirens is not yet a widespread practice in Illinois. It has happened more frequently in southern states where adverse weather events have occurred with greater frequency in the last ten years. Mobile County, Alabama, several communities in the greater Birmingham, Alabama area, and other Alabama communities have discontinued the use of outdoor warning sirens. Baxter County, Arkansas has done the same. Other communities (e.g., Spartanburg County, South Carolina) are considering phasing out sirens more slowly by simply not replacing outdoor warning sirens one-at-a-time as they fail.

I think local governments have been slow to let go of outdoor warning sirens because they provide citizens an additional and increased sense of assurance beyond newer and more informative

methods of emergency public information, and because most outdoor warning sirens have battery or generator back-ups, meaning they can be expected to operate even if power and internet are disabled in an emergency situation (although CIRDC also has emergency power back-up, as do some cell towers). If Decatur decides to phase out outdoor warning siren systems, we would certainly be among the first to do so in Illinois. But the technology supporting alternative ways of providing immediate and targeted emergency notification to citizens in a community emergency is advancing rapidly. It is reasonable to assert that most outdoor warning siren systems will be phased out later in the 21st Century. The current question for the City Council is whether the city of Decatur should begin this transition now, or wait until more cities are making the transition in Illinois.

SCHEDULE: If the council wishes to continue with its current replacement program, then following City Council approval, the Outdoor Warning Sirens will be purchased, and the installation scheduled. The new Outdoor Warning Sirens should be installed and commissioned within 60 days of the receipt of the equipment, weather permitting.

It is anticipated that the activation system can be installed prior to the upcoming tornado season beginning in April.

If the council elects to table this item, staff will bring back to council a more detailed plan for phasing out the sirens over several years (keeping sirens in place that still work), and investing in lesser cost, and more modern and targeted technologies for providing emergency information.

PRIOR COUNCIL ACTION:
Since 2015 the City has been installing new emergency warning sirens at a rate of 2 per year.

The approved 2024 budget included funding for 2 new sirens and funding to replace the City's siren activation and monitoring system.

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

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager, Rick Baker, Municipal Services Operations Supervisor. Matt Newell will be present to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for the expenditure is available in the 2024 General Fund.

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

ATTACHMENTS:

Description	Type
Resolution 1 on Siren Purchase	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF TWO (2) EMERGENCY WARNING SIRENS

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

Section 1. That the Federal Signal Corporation quote received for two Federal Signal outdoor emergency warning sirens, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the quote of Federal Signal Corporation in the amount of $47,827.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Federal Signal Corporation for their quoted price of $47,827.00.

Section 4. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED and ADOPTED this 16th day of January, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

QUOTATION

Quotation No.: ANS **0323202304B.2**
Reference quote no. on your order

Quoted To:
City of Decatur
Attn: Robert Flack
2600 N. Jasper Street
Decatur, IL 62526
Phone: 217-875-4823
E-Mail: rflack@decaturil.gov

Quotation Date: **12/14/2023**
Expiration Date: **2/13/2024**

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Delivery	Terms	FOB	Ship Via
10 Weeks	Equipment - NET30 upon shipment, Services - NET30 as completed	Origin	Braniff Comm.

Line	Qty.	Part Number	Description	Unit Price	Total
			City of Decatur, IL		
			Proposal for Two (2) New 2001-130 series Outdoor Warning Sirens		
			Site Locations - TBD (ASC RM-130 Siren Type)		
			New Warning Sirens & Controls		
1	2	2001-130	Electro-Mechanical Rotating Siren, 130 dB(C) 800Hz	$8,358.00	$16,716.00
2	2	DCFCTBD	Mechanical Siren Controller, DC, Digital 2-Way, No Radio	$5,906.00	$11,812.00
3	2	Q-APX-IK	Kit, Radio Interface Kit, APX	$620.00	$1,240.00
			Optional Installation Services		
4	2	TK-IO-CUSTINS	Installation Services, Custom, Installation of 2001-130 series siren equipment on existing treated timber pole including all related installer-provided material/hardware. Existing Motorola XTL/APX Radio & Antenna System to be utilized. Includes standard duty batteries as well as siren commissioning services. Also includes removal of existing siren hardware and transport to customer's staging area.	$8,400.00	$16,800.00
5	1	TK-IO-CRTPAY-CU	Admin Fee, Prevailing Wage / Certified Payroll / Davis-Bacon Act.	$1,259.00	$1,259.00
6	1	FREIGHTANS	Shipping & Handling Fees	$0.00	$0.00

Quotation Total: **$47,827.00**

EXHIBIT A

Federal Signal - 2645 Federal Signal Drive, University Park, IL 60466 - 800-548-7229 - fax: 708-534-4865

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

QUOTATION

Quotation No.: ANS 0323202304B.2
Reference quote no. on your order

Quoted To:
City of Decatur
Attn: Robert Flack
2600 N. Jasper Street
Decatur, IL 62526
Phone: 217-875-4823
E-Mail: rflack@decaturil.gov

Quotation Date: **12/14/2023**
Expiration Date: **2/13/2024**

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Quotation Notes:

1 *Sales tax, if applicable, is not included and will be additional.*
2 *Any fees associated with the removal or connection of power, by the Utility provider or any other entity, shall be the responsibility of the City.*
3 *Electrical service equipment including, and limited to, weatherproof fused service disconnects and electrical meter sockets are included in this proposal. Any additional electrical service or power distribution equipment is not included, nor provided for, in this proposal.*
4 *Braniff shall contact JULIE and exercise due care during the equipment installation to prevent damage to underground utilities and surrounding facilities.*
5 *Site restoration is not provided for, nor included, in this proposal.*
6 *Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.*

Proposed By: Jeffrey Ryba
Company: Braniff Communications, Inc.
Address: 4741 W. 136th Street, Crestwood, IL 60418
Country: USA
Phone: 708-597-3200
Fax: 708-597-3307
E-Mail: jryba@braniffcommunications.com
RSM Approval: Teague Cliff

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____ **Date:** _____

DATE: 1/8/2024

MEMO: 2024-05

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Approving the Purchase and Installation of a Siren Activation and Monitoring System

ATTACHMENTS:

Description	Type
Resolution 2 on Siren System Purchase	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A SIREN ACTIVATION AND MONITORING SYSTEM

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

Section 1. That the Federal Signal Corporation quote received for the purchase and installation of the Federal Signal Corporation siren activation and monitoring system, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the quote of Federal Signal Corporation in the amount of $135,019.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Federal Signal Corporation for their quoted price of $135,019.00.

Section 4. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED and ADOPTED this 16th day of January, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

QUOTATION

Budgetary Quotation No.: ANS **0724202307C.3**
Reference quote no. on your order

Quoted To:
City of Decatur
Attn: Ryan Odom
2600 N. Jasper Street
Decatur, IL 62526
Phone: 217-521-2392
E-Mail: rodom@decaturil.gov

Quotation Date: **12/18/2023**
Expiration Date: **2/17/2024**

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Delivery	Terms	FOB	Ship Via
8 - 10 Weeks	Equipment - NET30 upon shipment, Services - NET30 as completed	Origin	Braniff Comm.

Line	Qty.	Part Number	Description	Unit Price	Total
			City of Decatur, IL		
			Commander Software Platform Migration for Decatur Warning Sirens		
			Command & Control Stations - Utilizes existing XTL Radios - Analog Conventional Mode		
1	2	SS2000+R	Local Hardware Activation Point, Digital, Rack Mount, Web Enabled, 120VAC	$4,259.00	$8,518.00
2	2	Q-APX-IK	Kit, Radio Interface Kit, APX	$620.00	$1,240.00
3	1	SFCD25	Commander Software, On-Premises, 25 RTU License Package, 5 Seats	$6,740.00	$6,740.00
4	2	X-PCD1	Desktop Computer w/Monitor	$4,265.00	$8,530.00
5	1	COMMANDER1-S	CommanderOne Cloud Platform, **Annual Subscription**, Standard, 5 User Licenses, Includes NWS Data Interface, Web Interface & Smart Phone App	$4,000.00	$4,000.00
6	1	TK-S-PROJMGT	Project Management Services	$5,000.00	$5,000.00
7	2	TK-IO-CUSTINS	Installation Services, Custom, Installation, setup, configuration & testing of CCU hardware & software at designated facilities.	$3,500.00	$7,000.00
			Warning Siren Upgrades - Utilizes existing XTL Radios - Analog Conventional Mode		
8	13	Q20000200D	PCBA, FCX Controller RTU, Digital	$1,636.00	$21,268.00
9	13	Q-DCCONVERTER	DC Power Converter, 48-12VDC, 10A	$500.00	$6,500.00
10	13	Q-APX-IK	Kit, Radio Interface Kit, APX	$620.00	$8,060.00
11	13	TK-IO-CUSTINS	Installation Services, Custom, Installation, setup, configuration & testing of new RTU hardware at existing FS 2001-130 and ASC T-128 warning siren locations.	$960.00	$12,480.00
12	6	FCTBD	Federal Digital Controller / RTU, 2-Way, No Radio, 120VAC, 12VDC	$4,543.00	$27,258.00
13	6	Q-APX-IK	Kit, Radio Interface Kit, APX	$620.00	$3,720.00
14	6	TK-IO-CUSTINS	Installation Services, Custom, Installation, setup, configuration & testing of new RTU hardware at existing ASC RM-130 warning siren locations.	$1,885.00	$11,310.00
15	1	TK-IO-CRTPAY-CU	Admin Fee, Prevailing Wage / Certified Payroll / Davis-Bacon Act.	$1,259.00	$1,259.00
			Spare Parts		
16	1	Q20000200D	PCBA, FCX Controller RTU, Digital	$1,636.00	$1,636.00
17	1	Q-DCCONVERTER	DC Power Converter, 48-12VDC, 10A	$500.00	$500.00
18	1	FREIGHTANS	Shipping & Handling Fees	$0.00	$0.00

Quotation Total: **$135,019.00**

EXHIBIT A

Federal Signal - 2645 Federal Signal Drive, University Park, IL 60466 - 800-548-7229 - fax: 708-534-4865

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

QUOTATION

Budgetary Quotation No.: ANS 0724202307C.3
Reference quote no. on your order

Quoted To:
City of Decatur
Attn: Ryan Odom
2600 N. Jasper Street
Decatur, IL 62526
Phone: 217-521-2392
E-Mail: rodom@decaturil.gov

Quotation Date: 12/18/2023
Expiration Date: 2/17/2024

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Quotation Notes:

1 *Commander1-S and Commander1-M to be Invoiced annually.*
2 *Sales tax, if applicable, is not included and will be additional.*
3 *Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.*
4 *Pricing detailed herein is BUDGETARY and based upon verbally discussed scope of work / services.*

Proposed By: Jeffrey Ryba
Company: Braniff Communications, Inc.
Address: 4741 W. 136th Street, Crestwood, IL 60418
Country: USA
Phone: 708-597-3200
Fax: 708-597-3307
E-Mail: jryba@braniffcommunications.com
RSM Approval: Teague Cliff

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____ **Date:** _____

DATE: 1/4/2024

MEMO: 2024-06

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 –2206 Lilac Drive

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2206 Lilac Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2206 Lilac Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2206 LILAC DRIVE

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Crystal D. Suddarth, requesting that there be annexed to the City territory described as:

LOT 6 OF LAKEWOOD HEIGHTS ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-202-005

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 16th day of January 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Crystal D Suddarth

RESIDENTIAL - OCCUPIED

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.)

Crystal D Suddarth

(Damon Suddarth) Deceased

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2206 Lilac Drive, and legally described as follows:

LOT 6 OF LAKEWOOD HEIGHTS ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-202-005_

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
Crystal D Suddarth	Crystal D Suddarth	2206 lilac Dr Decatur IL

Signed and sworn to before me this 6th day of December, 2023

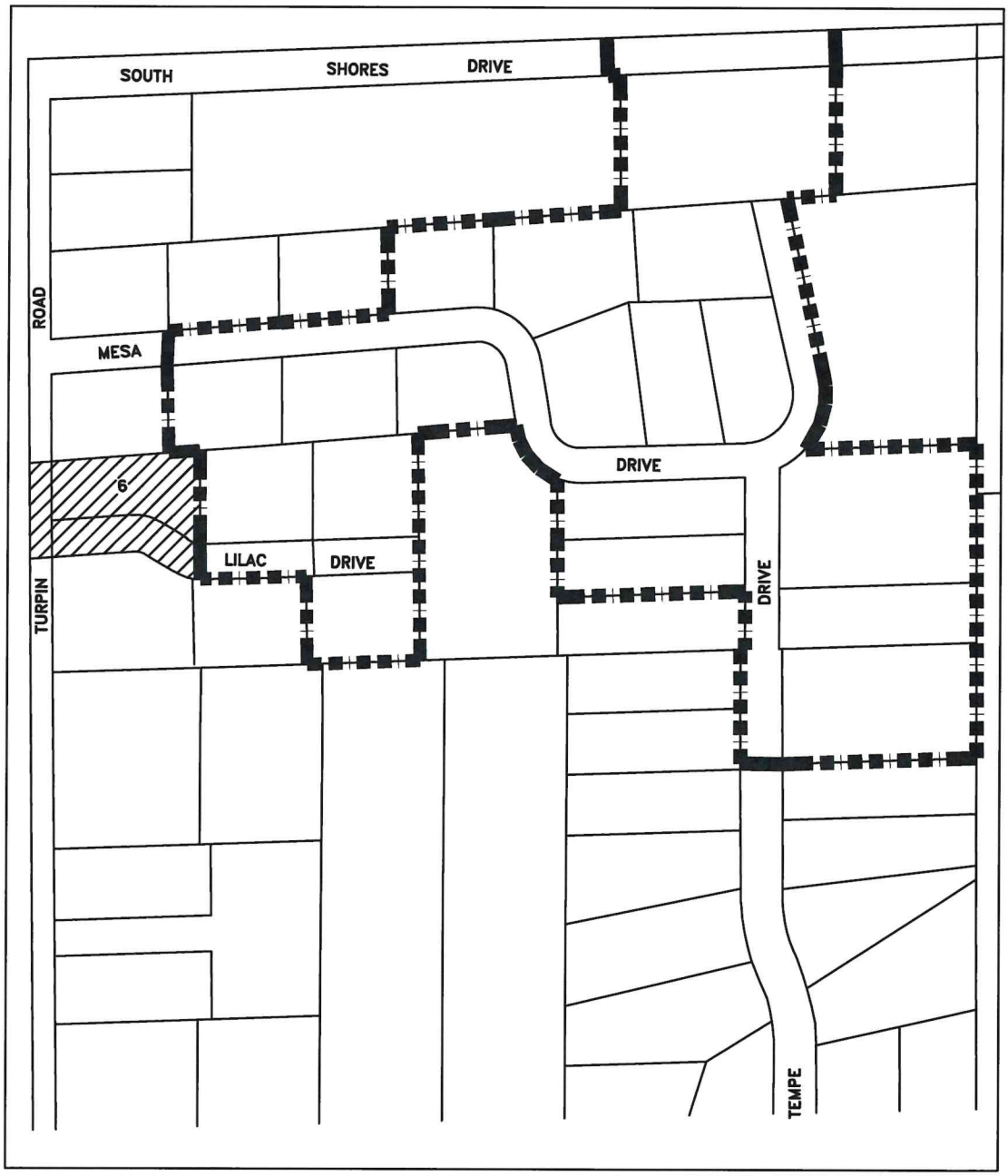
"OFFICIAL SEAL"
DONNA K PEARDON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08-30-2025

Donna K Peardon

Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\2206 Lilac Drive\2206 Lilac Drive Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2206 LILAC DRIVE

indicates territory annexed

indicates existing corporate limits

0.45± acres

AREA 0.00070± sq. miles

355± lin. ft. of public road

SOUTH WHEATLAND township

N

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

12-20-23

Director of Public Works – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

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: _____

DATE: 1/4/2024

MEMO: 2024-07

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 –990 East Tohill Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 990 East Tohill Road be approved.

BACKGROUND:
The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 990 East Tohill Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
990 EAST TOHILL ROAD

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 Keith E. Jenkins and Diane E. Jenkins, requesting that there be annexed to the City territory described as:

A PART OF THE SOUTHWEST ¼ , NORTHEAST ¼ , SECTION THIRTY-FIVE (35), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM AN IRON PIN AT THE CENTER OF SAID SECTION 35 MEASURE EAST 588.5 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 10°29'30" EAST 376.19 FEET; THENCE NORTH 13°09'15" EAST, 415.66 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 68°48'30" EAST, 293.5 FEET ALONG SAID RIGHT OF WAY LINE TO THE BOUNDARY LINE OF LAKE DECATUR; THENCE SOUTH 1°28'30" EAST, 533.15 FEET ALONG SAID BOUNDARY LINE; THENCE WEST 330 FEET, THENCE SOUTH 0°27' WEST 135 FEET TO THE QUARTER SECTION LINE; THENCE WEST 120 FEET TO THE POINT OF BEGINNNG, EXCEPT A TRACT DESCRIBED AS FOLLOWS: FROM AN IRON PIN AT THE CENTER OF SAID SECTION 35 MEASURE EAST 588.5 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 10°29'30" EAST, 262.1 FEET; THENCE SOUTH 80°56'40" EAST, 158.5 FEET; THENCE NORTH 83°28'20" EAST, 245.1 FEET; THENCE SOUTH 1°28'30" EAST, 125.7 FEET; THENCE WEST 330 FEET; THENCE SOUTH 0°27'00" WEST 135 FEET TO THE QUARTER SECTION LINE; THENCE WEST 120 FEET TO THE POINT OF BEGINNING.

.

PIN# 17-12-35-252-003

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of January 2024.

_____
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.)

Keith E. Jenkins
Diane E. Jenkins

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 990 East Tohill Road, and legally described as follows:

A PART OF THE SOUTHWEST ¼ , NORTHEAST ¼ , SECTION THIRTY-FIVE (35), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM AN IRON PIN AT THE CENTER OF SAID SECTION 35 MEASURE EAST 588.5 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 10°29'30" EAST 376.19 FEET; THENCE NORTH 13°09'15" EAST, 415.66 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 68°48'30" EAST, 293.5 FEET ALONG SAID RIGHT OF WAY LINE TO THE BOUNDARY LINE OF LAKE DECATUR; THENCE SOUTH 1°28'30" EAST, 533.15 FEET ALONG SAID BOUNDARY LINE; THENCE WEST 330 FEET, THENCE SOUTH 0°27' WEST 135 FEET TO THE QUARTER SECTION LINE; THENCE WEST 120 FEET TO THE POINT OF BEGINNNG, EXCEPT A TRACT DESCRIBED AS FOLLOWS: FROM AN IRON PIN AT THE CENTER OF SAID SECTION 35 MEASURE EAST 588.5 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING; THENCE NORTH 10°29'30" EAST, 262.1 FEET; THENCE SOUTH 80°56'40" EAST, 158.5 FEET; THENCE NORTH 83°28'20" EAST, 245.1 FEET; THENCE SOUTH 1°28'30" EAST, 125.7 FEET; THENCE WEST 330 FEET; THENCE SOUTH 0°27'00" WEST 135 FEET TO THE QUARTER SECTION LINE; THENCE WEST 120 FEET TO THE POINT OF BEGINNING.

PIN # 17-12-35-252-003

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Keith E. Jenkins	Keith E. Jenkins	990 Tohill Rd. Decatur, IL 62521
Diane E. Jenkins	Diane E. Jenkins	990 Tohill Rd Decatur, IL 62521

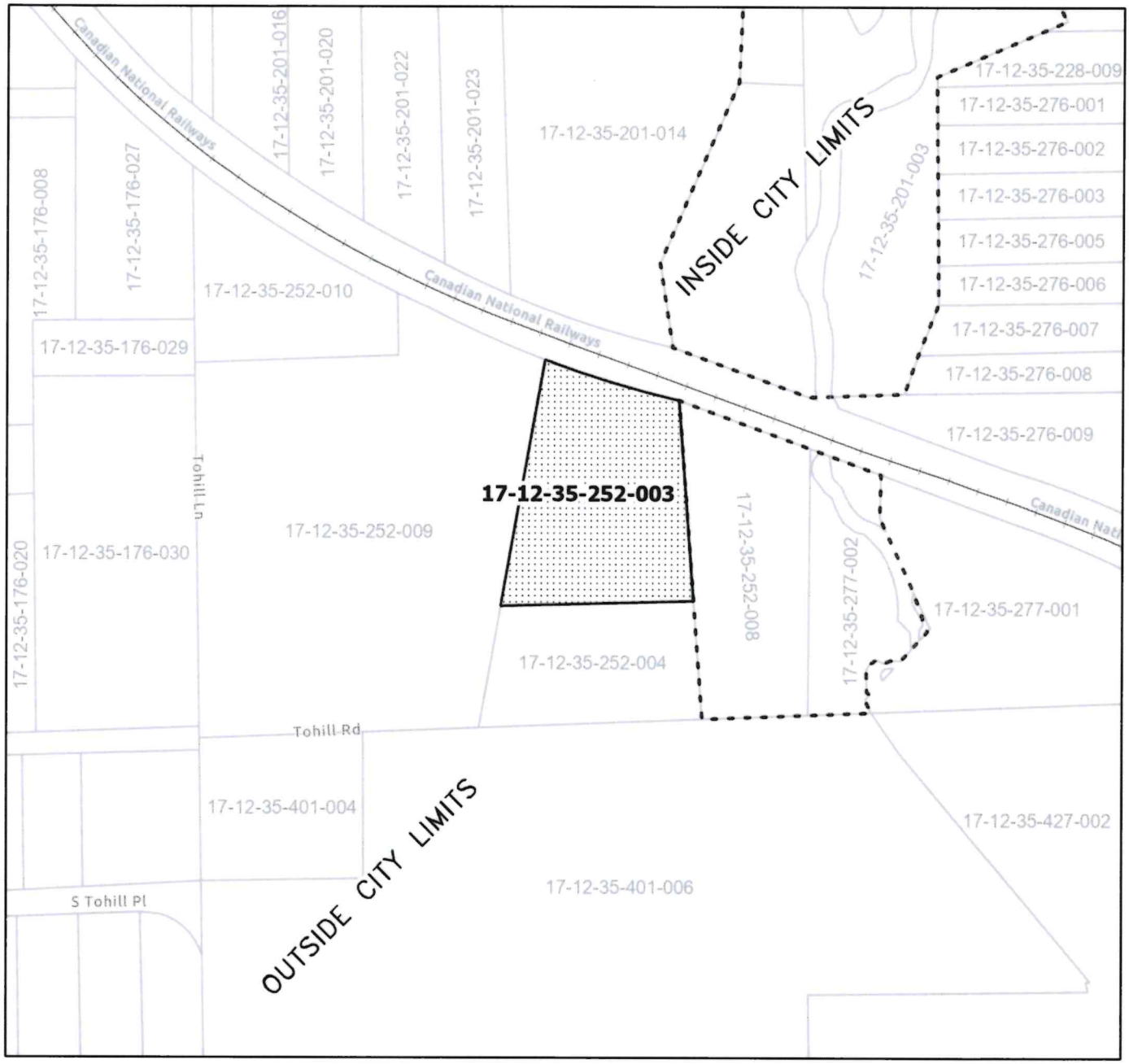
Signed and sworn to before me this 11th day of December, 2023

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

Exhibit A



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

990 E Tohill Rd

indicates territory annexed

indicates existing corporate limits

3.7 acres

0 lin. ft. of public road

South Wheatland township

N

MATTHEW C. NEWELL 062.048941 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

12-20-23

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2025

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____

DATE: _____

DATE: 1/16/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing an Intergovernmental Agreement between the City of Decatur Illinois and County of Macon, regarding Ann L. Schneider and Associates LLC

BACKGROUND:
The City Council previously approved a new contract with Ms. Schneider. The city has historically paid the entire consulting fee and then bills Macon County for half of the contract price. So, we also need a companion agreement with Macon County.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. R2022- _____

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR ILLINOIS AND COUNTY OF MACON REGARDING ANN L. SCHNEIDER & ASSOCIATES LLC

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

Section 1. That the Intergovernmental Agreement presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND THE COUNTY OF MACON, whereby they may share services and expenses, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 16th day of January, 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

AGREEMENT

WHEREAS, the City of Decatur, Illinois ("City") and the County of Macon ("County") are units of local government as defined by Article VII of the Constitution of the State of Illinois, and public agencies, as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may share services and expenses; and,

WHEREAS, the City and the County have transportation needs and goals including the improvement of such for their residents, businesses and visitors; and,

WHEREAS, the City and the County desire to seek and utilize funding opportunities from alternate sources; and,

WHEREAS, the City has entered into a Consulting Services Agreement with Ann L. Schneider and Associates LLC ("ALSA Agreement") to provide services relating to the transportation needs and goals of the City and the County; and,

WHEREAS, the City and the County desire to share the expenses in the pursuit of their transportation needs and goals; and,

WHEREAS, the City and the County agree that the following terms and conditions will promote efficiency and economy in the goals of the City and the County.

NOW, THEREFORE, in consideration of the following provisions, the City and the County agree as follows:

1. CONSULTING SERVICES. The City has entered into a Consulting Services Agreement ("ALSA Agreement") with Ann L. Schneider and Associates LLC ("ALSA") to furnish certain consulting services related to the transportation needs

and goals of the parties including but not limited to:

A. Advising on accomplishing the transportation improvement goals of the City and County;

B. Advising on federal funding opportunities and state infrastructure funding opportunities and the packaging of said opportunities to maximize consideration and developing opportunities for state and federal investments into key infrastructure projects;

C. Serving as a transportation improvement project manager to assist in project prioritization, development and evaluation of funding and financing alternatives and procurement assistance for financial advisors as needed.

2. COSTS. The ALSA Agreement provides for a maximum annual retainer of Sixty Thousand Dollars ($60,000.00). The County agrees to reimburse the City for one-half of the retainer pursuant to this Agreement. The County agrees to pay its half within thirty (30) days from the acceptance of this Agreement by both the City and the County and acceptance of the ALSA Agreement by the parties.

3. EXTRAORDINARY COSTS. The City and County recognize that the retainer amount set forth above includes ordinary costs and expenses. If extraordinary costs and expenses need to be incurred and are approved pursuant to the terms of the ALSA Agreement, the County shall reimburse the City for one-half of those extraordinary costs and expenses subject to the City first providing written notice to the County of the proposed extraordinary costs and expenses and the County's approval of said costs and expenses.

4. TERMS. This Agreement shall be effective as of the date it is entered into and shall continue in full force and effect for one (1) year with an additional one (1) year

automatic renewal period.

5. TERMINATION. This Agreement shall terminate if the ALSA Agreement between the City and ALSA is not entered into or is terminated pursuant to the terms of the ALSA Agreement. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party of its intent to terminate. Any monies paid by either party pursuant to the Agreement up to the date of termination shall be non-refundable.

6. RELEASE. To the extent permitted by law, each party hereto does hereby fully and forever release and discharge the other parties, and the County and Board members, employees, officers and agents of same, in both individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether due to negligence or otherwise, resulting from or arising out of the compliance, or attempted compliance, by same with the terms and provisions hereof.

7. CONFLICTS. Should a possible conflict arise between the City and the County at any time during the term of this Agreement between the interests of the Parties and/or ALSA, the County shall notify the City of such and the City shall notify the ALSA to promptly refrain from performing services with respect to such area of conflicting interest.

8. COMPLIANCE WITH LAWS. The parties recognize and agree that each has a duty to comply fully with the applicable federal, state and local laws relating to any and all activities undertaken pursuant to this Agreement and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

9. SEVERABILITY. All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

10. ENTIRE AGREEMENT. This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect of any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and authorized and signed by both parties.

DATED this _____ day of _____, 2024.

THE CITY OF DECATUR, ILLINOIS

BY:_____
City Manager

THE COUNTY OF MACON, ILLINOIS

BY:_____
County Board Chairman

DATE: 1/8/2024

MEMO: 2024-01

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

FROM: **Scott Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

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

SUMMARY RECOMMENDATION:
It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to the Resolution Authorizing a Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms. There is no cost to the City on these leases.

BACKGROUND:
The City owns DeWitt County Wellfield (Farm #1) with 120 acres that have been farmed for several years by Mr. Hill. The City also purchased a second DeWitt County Farm (Farm #4) in late 2023 with 82.91 acres. First Illinois Ag Group (the City's farm management consulting firm) recommends that Mr. Hill be allowed to farm both properties since he has successfully farmed the wellfield for many years including the City's requirement that a winter cover crop be planted to reduce soil erosion from fall crop harvest through spring crop planting. A winter cover crop will also be required for the new farm.

Since the soil quality of both farms is high, the leases are on a cash rent basis, with a bonus rent based on actual crop production and average market price, to maximize City income. 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 $340 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 $965 per acre for corn and $700 per acre for soybeans. This may slightly decrease the amount of bonus rent income that the City may receive compared to last year. All of these recommendations are common in cash rent farm leases in our region. In 2023, the City's revenue from Farm 1 was $35,236.92.

LEGAL REVIEW:
The lease was provided to the Legal Department for review on December 29, 2023.

PRIOR COUNCIL ACTION:
On January 17, 2023 the City Council authorized a similar Cash Rent Farm Lease with Craig Hill for the DeWitt County Wellfield (Farm #1).

POTENTIAL OBJECTIONS: None Foreseen

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

BUDGET/TIME IMPLICATIONS:
There are no implications.

ATTACHMENTS:

Description	Type
Resolution Authorizing Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms	Resolution Letter
Location Map #1	Backup Material
Location Map #2	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CASH RENT FARM LEASE WITH CRAIG HILL FOR TWO DEWITT COUNTY FARMS

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.

PRESENTED AND ADOPTED this 16th day of January 2024.

_____
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:

Farm #1 - **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.**

Farm #4 - **The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Nine (9), Township Nineteen North (T19N), Range Three East (R3E) of the Third Principal Meridian, (3rd P.M.), situated in the County of DeWitt in the State of Illinois, containing 82.91 acres, more or less.**

A) LENGTH OF TENURE: The term of this Lease shall begin on the latter of March 1, 2024, or the date of signing of this Lease and shall end the last day of February 2025, 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, 2024, 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 $340.00 per acre on 189.76 tillable acres, for a total of $64,518.46 on or before March 15, 2024 (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, 2024, based on production and average market price, to be calculated using the following formula:

Bonus rent due = .4 [{((bc x pc) + (bc2 x pc2)) – 965} ac + {((bs x ps) + (bs2 x ps2)) - 700 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 2024 corn at Topflight Grain Cooperative in Bement, Illinois for the period of March 2024 through October 2024 or (b) the premises county Farm Service Agency loan rate for corn.
pc2= fall cash bid of 2024 corn at Topflight Grain Cooperative in Bement, Illinois at the close on the last Wednesday October 2024.
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 2024 soybeans at Topflight Grain Cooperative in Bement, Illinois for the period of March 2024 through October 2024, or (b) the premises county Farm Service Agency loan rate for soybeans.
ps2= fall cash bid of 2024 soybeans at Topflight Grain Cooperative in Bement, Illinois on the last Wednesday of October 2024.
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: Megan Fredrickson DATE: 11/21/23
FIRST ILLINOIS AG GROUP, AGENT for
CITY OF DECATUR

TENANT TAX I.D. 37-1196494

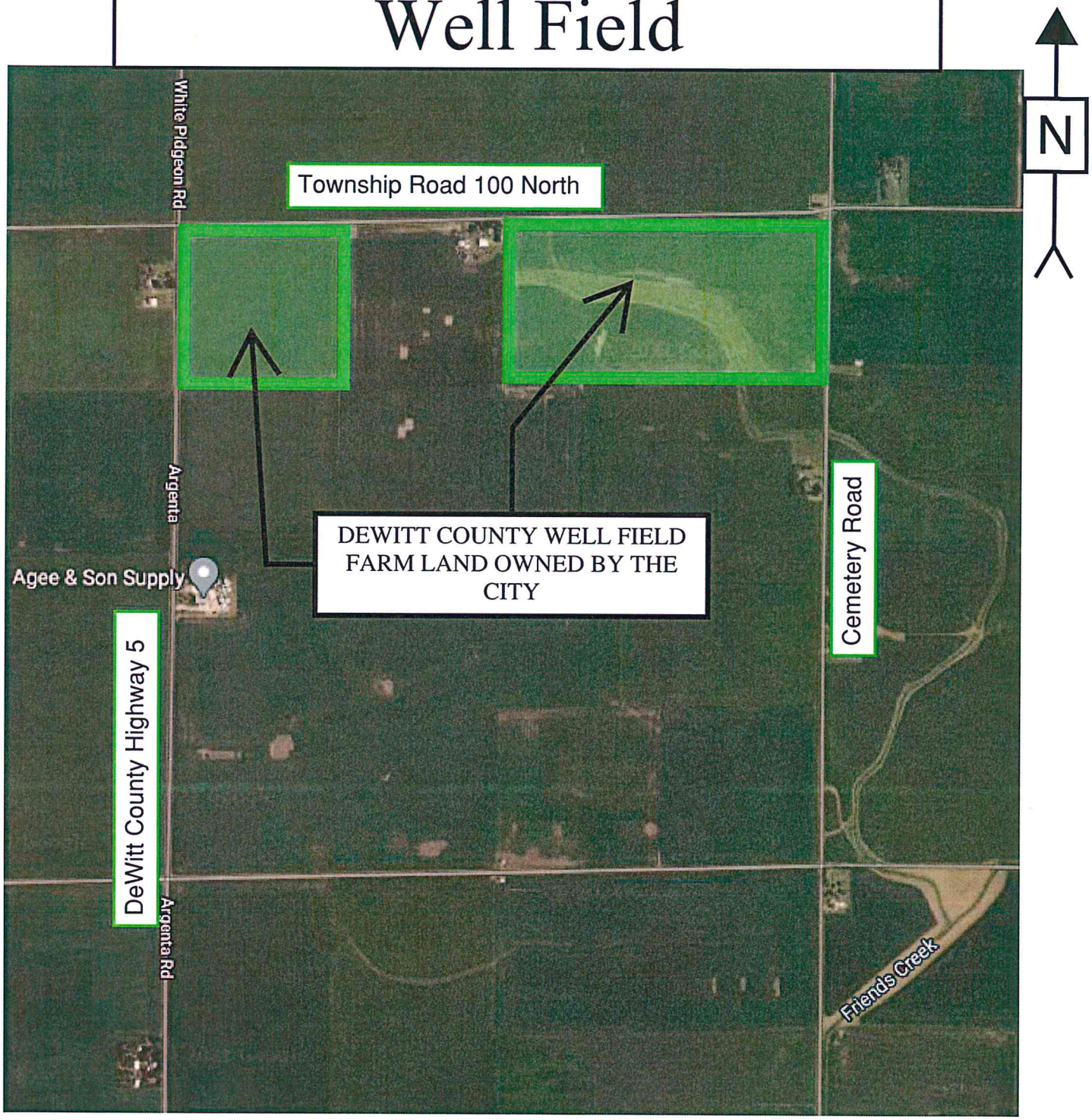
BY: _____ DATE: 11/21/23
CRAIG HILL, TENANT

BY: _____ DATE: _____
MAYOR, CITY OF DECATUR

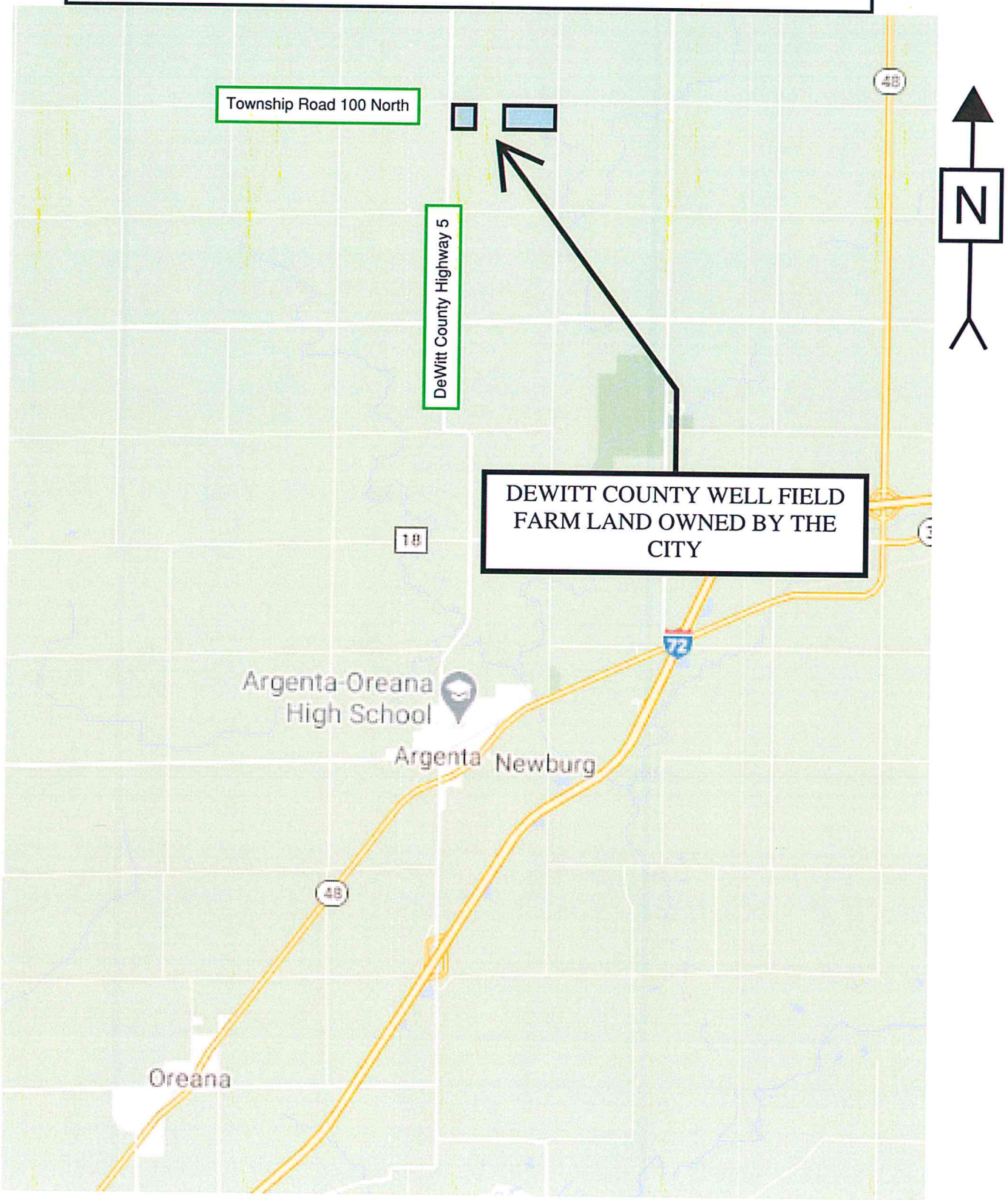
ATTEST: _____ DATE: _____
CITY CLERK

Revised 11/2023

DeWitt County Water Well Field

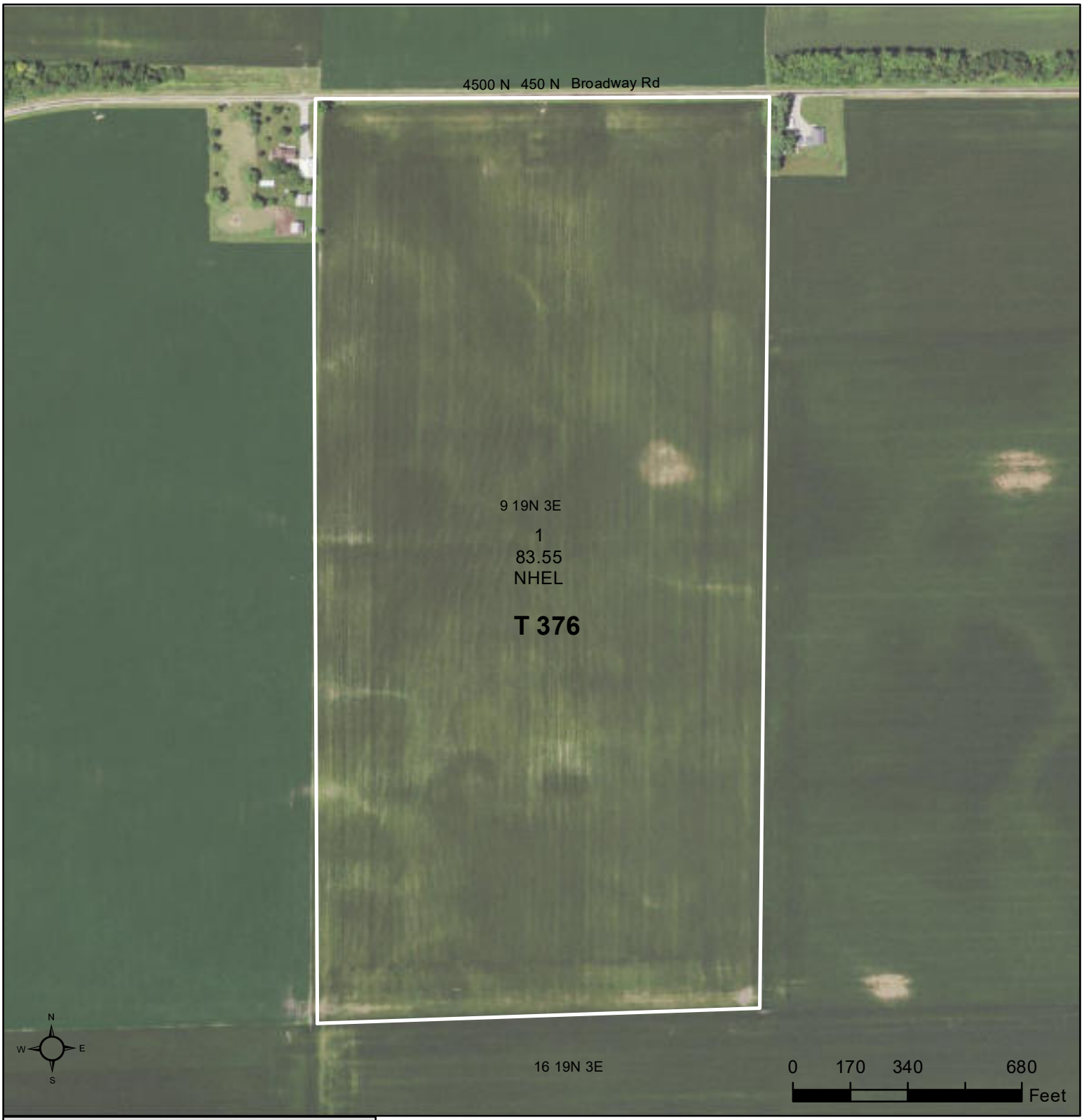


DeWitt County Water Well Field



USDA United States Department of Agriculture

DeWitt County, Illinois



Common Land Unit
- Cropland
- Tract Boundary

Wetland Determination Identifiers
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Dewitt County Farm #4

2023 Program Year
Map Created November 17, 2022

Farm **3544**
Tract **376**

Tract Cropland Total: 83.55 acres

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).

DATE: 1/8/2024

MEMO: 2024-03

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

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 Basin's exterior 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. The shared costs and benefits are listed on page 1 of the lease, and include:

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

Farming this property is generally a break even proposition for the City. The revenue in 2023 was

$210.

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.

LEGAL REVIEW:
The lease was provided to the Legal Department for review on December 29, 2023.

PRIOR COUNCIL ACTION:
On January 17, 2023, the City Council authorized a Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior.

POTENTIAL OBJECTIONS: None foreseen.

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.

ATTACHMENTS:

Description	Type
Resolution Authorizing Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior	Resolution Letter
Location Map	Backup Material

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 B 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.

PRESENTED AND ADOPTED this 16th day of January, 2024.

_____
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:

Farm #2 - **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, 2024, or the date of signing of this Lease and shall end the last day of February 2025, 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, 2024, by giving Tenant five (5) days advance written notice. In the event this Lease is terminated without cause by Landowner, the Tenant will be reimbursed for all farming operations completed at going custom rates and crop inputs purchased providing Tenant furnishes Landowner an invoice and receipts or other supporting material for such operations or purchases upon Landowner's request. This shall be Tenant's sole remedy in the event this Lease is terminated without cause.

B) DIVISION OF CROPS: Landowner will receive 50% of all crops grown on the premises, and title to such share shall be in the Landowner from the date of planting.

C) CASH RENT PROVISIONS: None

D) COST SHARED BY LANDOWNER/TENANT: The Landowner will share in the following crop production costs after agreeing in advance of their purchase.

Limestone	100%	Material and application
Fertilizer	50%	Material only - all application provided by Tenant
Herbicides:		
Pre-emerge	50%	Material only - all application provided by Tenant
Post-emerge	50%	Material only - all application provided by Tenant
0-till Burndown	0%	All material and application provided by Tenant
Brush Killer	100%	Landowner 100% material - Tenant 100% application
Insecticide	50%	Material and rescue applications
Soil Testing	50%	As directed by Landowner and farm manager
Seeds	50%	As set forth in annual crop plan

E) GOVERNMENTAL PROGRAM: Participation in Governmental Programs is at the discretion of the Landowner. The payment share in the USDA Ag Program Contract shall be the same as the division of crops.

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

F) STORAGE, DELIVERY AND SALE OF CROP: The Tenant agrees to store, at the option of the Landowner as much of the Landowner's share of the crop as possible, using one-half of the space provided by the Landowner, in cribs, granaries, or barns on the farm. Landowner's share of the crop shall be delivered, without cost to the Landowner, to **CLARKSON GRAIN.** Landowner, pursuant to rights given by Illinois law requires that Tenant disclose the person to whom the Tenant intends to sell any crops grown on the premises. The Tenant hereby declares that he intends to sell the crop to **CLARKSON GRAIN.** In all of the Tenant's deliveries of sales of farm products grown on the premises and in all of his grants or security interests therein, Tenant shall disclose to the purchaser

or secured party the existence of the Landowner-Tenant relationship of this lease and the terms hereof regarding title to the Landowner's share of the crop.

G) LANDOWNER AGREES TO PAY THE FOLLOWING EXPENSES:

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

H) TENANT AGREES TO PAY THE FOLLOWING EXPENSES:

1. All machinery, equipment, power and labor required to farm the premises properly.
2. Labor, except skilled labor, required for repairs and improvements.

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

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

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

K) ADDITIONAL AGREEMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Landowner is using this site as a siltation pond for dredge material from Lake Decatur. The Landowner reserves the right to use any or all the tillable acreage in conjunction with the dredging operation, and if so used, Tenant agrees to automatically relinquish his lease rights. Tenant will be reimbursed for all farming operations completed and crop inputs purchased on affected acreage.

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

X) SEVERABILITY: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If a court having proper jurisdiction holds a particular Lease provision unreasonable, that restriction shall be modified to the extent necessary in the opinion of such court to make it reasonable and legally valid.

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

Z) EXTENT OF AGREEMENT: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landowner and the Tenant in like manner as upon the original parties. All of the rights and privileges and reservations in favor of the Landowner may be exercisable by FIRST ILLINOIS AG GROUP in its representative capacity.

YOU ARE HEREBY NOTIFIED that FIRST ILLINOIS AG GROUP ("Agent") for CITY OF DECATUR FARM 2 ("Landowner") in this transaction. Agent is not representing you in this transaction and any benefit you receive as a result of Agent's work on this transaction is purely incidental and should not be construed as creating an agency relationship between you and Agent.

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

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

The tenant grants permission to the Farm Service Agency to release 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: 12/06/2023
FIRST ILLINOIS AG GROUP, AGENT FOR
CITY OF DECATUR FARM #2

TENANT TAX I.D. _____ BY: Steven T. Bell DATE: 11-28-23
STEVE BELL, TENANT

BY: _____ DATE: _____
MAYOR, CITY OF DECATUR

ATTEST: _____ DATE: _____
CITY CLERK

Revised 11/23

OAKLEY SEDIMENT BASIN EXTERIOR FARM AREAS



DATE: 1/8/2024

MEMO: 2024-08

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Kelly Harrison, Chief Procurement Officer
Paul Caswell, P.E., City Engineer

SUBJECT: Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials

SUMMARY RECOMMENDATION:
It is recommended by staff that the City Council approve, the Mayor be authorized to sign, and the City Clerk attest to the following resolutions awarding annual Purchase Orders to purchase construction materials for City maintenance work:

1. Resolution approving an annual purchase order for $75,225.00 with Dunn Company, as the lowest qualified bidder to provide bituminous pavement materials for Fiscal Year 2024.

2. Resolution approving an annual purchase order for $45,377.41 with Energy Culvert Co., as the lowest qualified bidder to provide corrugated steel culverts for Fiscal Year 2024.

3. Resolution approving an annual purchase order for $182,279.50 with VCNA Prairie LLC, as the lowest qualified bidder to provide portland cement concrete for Fiscal Year 2024.

4. Resolution approving an annual purchase order for $47,121.00 with Beelman Logistics, LLC, as the lowest qualified bidder to provide crushed stone aggregate for Fiscal Year 2024.

BACKGROUND:
The City has open purchase orders to provide materials for street maintenance work throughout the year. Bituminous pavement materials are used for pothole patching and general street repairs. Concrete is used primarily for street and sidewalk repairs. Aggregate is used to provide backfill material for any trenching or pavement repair work. Larger aggregate is used for erosion control and to help stabilize road repairs in areas with poor base material.

Having annual purchase orders in place allows most of the materials to remain with the supplier

and delivered to or picked up by the City as needed. This reduces the need for the City to keep and maintain extensive storage facilities.

Specifications were prepared by the Engineering Division and bids were obtained by the City's Purchasing Division. Letting results are as follows, bid tabulations are attached:

Asphalt Materials	
Dunn Company	**$75,225.00**

Crushed Stone Aggregate (CA 6, 2" Coarse Aggregate, 6"-8" Rock)	
Beelman Logistics, LLC	**47,121.00**

Corrugated Steel Pipe	
Energy Culvert Co.	**$45,377.41**
JCG Midwest	$52,375.47

Corrugated Polyethylene Pipe	
Energy Culvert Co.	**$13,555.36**
JCG Midwest	$21,572.27

Portland Cement Concrete Materials	
VCNA Prairie Material Inc.	**$176,362.50**
Grohne Concrete	$220,900.00
CCI Redimix	$228,300.00

SCHEDULE: The Purchase Orders are for Fiscal Year 2024, ending December 31, 2024.

PRIOR COUNCIL ACTION:
The City issues material purchase orders annually to provide construction materials for street maintenance work performed by the Public Works Department.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

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

Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for the current year's materials contracts are provided in the general operating funds allocated to the Public Works Department.

Staffing Impact: Staffing time is allocated for street maintenance.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF DUNN COMPANY FOR THE PURCHASE OF BITUMINOUS PAVEMENT MATERIALS

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

Section 1. That the tabulation of the bid received for furnishing bituminous pavement materials presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Dunn Company, in the amount of $75,225.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Dunn Company, for their bid price of $75,225.00.

PRESENTED and ADOPTED this 16th day of January, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: Bituminous Pavement Materials **Bid Date: December 14, 2023** **Time: 4:00 p.m.**	**Dunn Company, A Division of Tyrolt, Inc.** **Decatur, IL**

	Description	QTY.	Unit	Unit Price	Total
	40600001 Class 1, Type 2, Mixture C	400	TON	$104.00	$41,600.00
	40600002 Cold Mix (M19-07)	100	TON	$99.00	$9,900.00
	40600003 Cold Mix (M120-07)	150	TON	$134.00	$20,100.00
	Handling Cost (HC) Adjustment	1		$3,625.00	$3,625.00

TOTAL $75,225.00

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Tel: (217) 424-2763 Fax: (217) 424-2772

Request for Quotation
(This is not an order)

Date: 11/30/2023

Delivery Requested by	Quote due back	Attn:
As Requested	**December 14, 2023 4:00 p.m.**	**Jessica Coleman**

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.
****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name MAMPAVE

By (Signature) DAVID M. BECK

Official Title VICE PRESIDENT Date 12-06-2023

TERMS	F.O.B.
Net 30 days	**Decatur, IL**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of bituminous pavement materials for the City of Decatur from January 1, 2024 - December 31, 2024. See attached specifications.		

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as emails, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed and emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photo-copy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Material shall meet the following requirements of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current addition:

(a) Fine Aggregates	Section 1003.03
(b) Coarse Aggregates	Section 1004.03
(c) RAP Material	Section 1031
(d) Mineral Filler	Sections 1010.04 and 1011
(e) Hydrated Lime	Section 1012.01
(f) Bituminous Material	Section 1032

Bituminous Surface Course - Class I (Type 2, Surface Mixture C) shall conform to the applicable articles of Section 406, "Bituminous Concrete Binder and Surface Course Class I" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Cold Mix (M 19) shall conform to Serial Number M 19 Bituminous Mixture for Maintenance Use, Liquid Asphalt Type, (most current revision), as prepared by the Illinois Department of Transportation.

Cold Mix (M 120) shall conform to Serial Number M 120 Bituminous Premix for Maintenance Use, Proprietary Mixes (most current revision), as prepared by the Illinois Department of Transportation.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS

METHOD OF MEASUREMENT:

Bituminous Surface Course - Class I (Type 2, Surface Mixture C), Cold Mix (M 19) and **Cold Mix (M 120)** will be measured for payment in tons (2000 pounds per ton). Material may be weighed at the place of loading or as designated by the City's representative.

The weight of the delivery shall be measured on a State certified accurate scale operated by competent personnel. For each pick-up, the City shall be provided a scale ticket verifying the weight of the bituminous material received.

BASIS OF PAYMENT:

Bituminous Surface Course - Class I (Type 2, Surface Mixture C), Cold Mix (M 19) and **Cold Mix (M 120)** will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to load the material into City provided vehicles.

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease in the quantities.

2. **BASIS OF AWARD**. The City will use its costs to take delivery of the material to determine the lowest net cost for the purchase of this material. The City estimates its costs to take delivery at **$1.00 per ton per mile** from the City of Decatur's Municipal Service Center (MSC), 2600 North Jasper Street, Decatur, Illinois. The City's determination of net cost will be estimated in the following manner:

   NET COST = (BID TOTAL) + (HANDLING COSTS)
   HANDLING COSTS = (1250 Tons) x ($1.00 per ton per Mile) x (D)
   D = one-way travel distance from MSC to pick-up site.

   EXAMPLE:
   Company A's Total Bid is $54,500 and is located 6 miles from the MSC.
   Company B's Total Bid is $49,000 and is located 15 miles from the MSC.

   Net Cost Company A = ($54,500) + ($7,500.00) = $62,000.00
   Net Cost Company B = ($49,000) + ($18,750.00) = $67,750.00

SPECIAL CONDITIONS (continued):

The City would award the contract to Company A, subject to the other bidding requirements being satisfied.

3. Unit prices quoted shall be F.O.B. at the mix plant.
4. Ordered materials will be picked up by the City on a partial shipment basis as can be transported by City vehicles.
5. The mix plant shall be located within 5 miles of the City limits.
6. The Contractor shall provide to the City's Municipal Services Manager the asphalt plant operating schedule(s) including, at a minimum, the following information:
   - Anticipated annual opening and closing dates for the asphalt plant.
   - Days of the week and hours for each day that City can pick up materials.
   - Seasonal availability of Cold Mix material.
7. The Contractor shall advise the City's Municipal Services Manager prior to the temporary shutdown of the asphalt plant if material availability will be impacted.
8. The City will award a contract to the successful bidder to provide Bituminous Pavement Materials to the City beginning January 1, 2024 and ending December 31, 2024.
9. The contract shall terminate at 12:00 p.m. local time, December 31, 2024.

BASIS OF AWARD:

A **single contract** will be awarded by the City to the contractor submitting the lowest responsive, responsible proposal to the City.

CITY OF DECATUR
BITUMINOUS PAVEMENT MATERIALS
PROPOSAL SHEET

Estimated Quantities for 2024
BITUMINOUS PAVEMENT MATERIALS

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
40600001	BITUMINOUS CONCRETE SURFACE COURSE, CLASS I, (TYPE 2, MIXTURE C)	TON	400	$ 104.00	$41,600.00
40600002	COLD MIX (M19-07)	TON	100	$99.00	$ 9,900.00
40600003	COLD MIX (M120-07)	TON	150	$134.00	$20,100.00
				SUB-TOTAL	$71,600.00

HANDLING COST (HC) ADJUSTMENT:
HC = (**D**) x (1,250 tons) x ($1.00 per ton per mile)

D = One way driving distance from asphalt plant to the City's Municipal Services Center, 2600 North Jasper Street, Decatur, Illinois. To the nearest tenth of a mile.

HC = (2.9) x (1,250 tons) x ($1.00 per ton per mile) **HANDLING COST** $3,625.00

TOTAL $75,225.00

END OF PROPOSAL
FOR
BITUMINOUS PAVEMENT MATERIALS

BID SIGNATURE PAGE

If a Corporation

Corporate Name: DUNN COMPANY, A DIVISION OF TYROLT, INC.

By Registered Agent: [signature] DAVID M. PECK, VICE PRESIDENT
Signature (please sign in ink) Print Name

Business Address: 724 N. MERCER STREET
Street

DECATUR IL 62522
City State Zip

217-429-4444
Area Code Telephone Number

Name of Officers:

DAVID W. TYROLT — President — 724 N. MERCER ST. DECATUR, IL 62522 Address
RICK A. DAILS — Vice President — " " Address
DARYL C. LIPPOLT — Asst. Secretary — " " Address
DAVID M. PECK — Treasurer & VICE PRESIDENT — " " Address

Sole Proprietor

Firm Name

Signature of Bidder:
Signature (please sign in ink) Print Name

Business Address:
Street

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:
Signature (please sign in ink) Print Name

Business Address:
Street

City State Zip

Area Code Telephone Number

Name of all Members of Firm

Name Address

Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

DAVID M. PECK, BEING FIRST DULY SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of DUNN COMPANY, A DIVISION OF TYLER, the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

DAVID M. PECK, VICE PRESIDENT
Title

Subscribed and sworn to before me this 16th day of DECEMBER, 2022.

Notary Public
Title

My Commission expires 06-24-2027.

"OFFICIAL SEAL"
TIFFANY C CRAW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-24-2027

"EXHIBIT A"

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 1550

Dunn Company
724 North Mercer Street DECATUR, IL 62522

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $84,986,000.00

001	EARTHWORK	$1,450,000
003	HMA PLANT MIX	$16,200,000
006	CLEAN & SEAL CRACKS/JOINTS	$425,000
007	SOIL STABILIZATION & MOD.	$9,275,000
032	COLD MILL,PLAN. & ROTOMILL	$5,175,000
042	COLD (IN-PLACE) RECYCLING	$18,150,000
08A	AGGREGATE BASES & SURF. (A)	$2,975,000
15A	COVER & SEAL COATS (A)	$4,225,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/25/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 7/25/2023.

Engineer of Construction

DUNNCOM-01 MREED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mackenzie Reed	
First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	PHONE (A/C, No, Ext): (217) 859-7048	FAX (A/C, No): (217) 877-0795
	E-MAIL ADDRESS: mreed@firstmid.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Insurance Company	15350
INSURED	INSURER B :	
Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		A210838	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	X		A210838	1/1/2023	1/1/2024	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			A210838	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 10,000,000
	[ ] DED X RETENTION $ 0						AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		A210843	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Rented Equipment			A210838	1/1/2023	1/1/2024	Limit	690,000
A	Installation Floater			A210838	1/1/2023	1/1/2024	Limit	35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Street Construction & Excavation Contractor License for 2023
City of Decatur, Illinois is named as an additional insured under the General Liability and Automobile on a primary basis; subject to written contract.

CERTIFICATE HOLDER

City of Decatur
License Division
#1 Gary K Anderson Plaza
Decatur, IL 62523

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mackenzie Reed

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DATE: 1/8/2024

MEMO: 2024-08

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Kelly Harrison, Chief Procurement Officer
Paul Caswell, City Engineer

SUBJECT: Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF BEELMAN LOGISTICS LLC FOR THE PURCHASE OF CRUSHED STONE AGGREGATE

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

Section 1. That the tabulation of bids received for furnishing crushed stone aggregate presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Beelman Logistics LLC, in the amount of $47,121.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Beelman Logistics LLC, for their bid price of $47,121.00.

PRESENTED and ADOPTED this 16th day of January, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: Crushed Stone Aggregate **Bid Date: January 8, 2024 -RE-BID** **Time: 4:00 p.m.**	**Beelman Logistics, LLC** **1 Racehorse Dr** **East Saint Louis, MO**

	Description	QTY.	Unit	Unit Price	Total
	10040101 Crushed Stone (CA6, Delivered)	1,000	TON	$27.03	$27,030.00
	10040103 Crushed Stone (CA 18, Delivered)	75	TON	$0.00	no bid
	10040104 Coarse Aggregate (2 Inch, Delivered)	100	TON	$35.43	$3,543.00
	10050101 Ag Ditch Rock (6 to 8 Inch, Delivered)	350	TON	$47.28	$16,548.00
	10050102 Ag Ditch Rock (6 to 8 Inch, Picked Up)	100	TON	$0.00	no bid

TOTAL $47,121.00

CITY OF DECATUR **RE-BID** **Request for Quotation**
#1 Gary K. Anderson Plaza **(This is not an order)**
Decatur, IL 62523
Tel: (217) 424-2763 Fax: (217) 424-2772 **Date: 12/27/2023**

Delivery Requested by	Quote due back	Attn:
As Requested	**January 8, 2024 4:00 p.m.**	**Kelly Harrison**

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.
****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name Beelman Logistics, LLC

Jeff Huskenhoff

By (Signature)

SALES MANAGER — Official Title

01/03/2024 — Date

TERMS	F.O.B.
Net 30 days	**Decatur, IL**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of crushed stone aggregate and stone for the City of Decatur from January 1, 2024 – December 31, 2024. (See attached specifications).		

CITY OF DECATUR
CRUSHED STONE AGGREGATE AND STONE
PROPOSAL SHEET

Estimated Quantities for 2024
CRUSHED STONE AGGREGATE AND STONE

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
10040101	CRUSHED STONE (CA-6, DELIVERED TO THE MSC)	TON	1000	$27.03	$27,030.00
10040103	CRUSHED STONE (CA-18, DELIVERED TO THE MSC)	TON	75	NO BID	NO BID
10040104	COARSE AGGREGATE (2-INCH, DELIVERED TO THE MSC)	TON	100	$35.43	$3,543.00
10050101	AGRICULTURAL DITCH ROCK (6-INCH TO 8-INCH, DELIVERED TO THE MSC)	TON	350	$47.28	$16,548.00
10050102	AGRICULTURAL DITCH ROCK (6-INCH TO 8-INCH, PICKED-UP)	TON	100	NO BID	NO BID
				TOTAL	$47,121.00

END OF PROPOSAL
FOR
CRUSHED STONE AGGREGATE AND STONE

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Material shall conform to the applicable articles of Section 1004, "COARSE AGGREGATES" and Section 1005, "STONE AND BROKEN CONCRETE FOR EROSION PROTECTION, SEDIMENT CONTROL, AND ROCK FILL" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Crushed Stone (CA 6, Delivered) shall be crushed stone conforming to the gradation limits specified for gradation number CA 6. Recycled concrete will not be accepted as an approved equal for **Crushed Stone (CA 6, Delivered)**.

Crushed Stone (CA 18, Delivered) shall be crushed stone conforming to the gradation limits specified for gradation number CA 18.

Coarse Aggregate (2-inch, Delivered) shall be pit run gravel, gravel, crushed gravel or crushed stone conforming to the gradation limits specified for CA 1 or an approved equal by the City's representative requesting the material. The material shall be Class D quality or better.

Agricultural Ditch Rock (6 to 8 inch, Delivered) and **Agricultural Ditch Rock (6 to 8 inch, Picked-up)** shall be material consisting of hard, dense, durable stone, angular in shape and resistant to weathering. Rounded stone or boulders will not be accepted. The stone shall have a specific gravity of 2.5 and have its greatest dimension not greater than 3 times its least dimension. The stone shall have a minimum nominal stone size of 6 inches and a maximum nominal stone size of 8 inches. Material shall be subject to the approval of the City's representative requesting the material.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE

METHOD OF MEASUREMENT:

Crushed Stone (CA 6, Delivered), Recycled Concrete (Picked-Up), Crushed Stone (CA 18, Delivered), Coarse Aggregate (2-inch, Delivered), Agricultural Ditch Rock (6 to 8 inch, Delivered) and **Agricultural Ditch Rock (6 to 8 inch, Picked-up)** will be measured for payment in tons (2000 pounds per ton). Material may be weighed at the place of loading or as designated by the City's representative requesting the material.

The weight of the delivery shall be measured on a State certified accurate scale operated by competent personnel. For each delivery, the vehicle operator shall obtain and provide to the City a scale ticket (certificate of correct weight) from the weigher. The scale ticket shall include the following information:

(1) Project Number, Purchase Number, or Requester's Name.
(2) Date.
(3) Delivery Address.
(4) Ticket Number.
(5) Haul Unit Number.
(6) Gross Weight.
(7) Tare Weight.
(8) Net Weight.
(9) Material Type.
(10) Certified Weigher's Name.

BASIS OF PAYMENT:

Crushed Stone (CA 6, Delivered), Crushed Stone (CA 18, Delivered), Coarse Aggregate (2-inch, Delivered) and **Agricultural Ditch Rock (6 to 8 inch, Delivered)** will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to deliver and unload the crushed stone at a point of destination being either the City's Municipal Service Center at 2600 North Jasper Street or locations specified by the City's representative requesting the material.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the Contractor's unit bid price.
2. Materials are to be delivered or provided in the quantities ordered by the City.
3. The minimum quantity ordered will be 20 tons for each material.
4. Material shall be delivered within one (1) working day of the order date.
5. Deliveries shall be made during the City's regular hours of operation, 7:30 a.m. to 4:00 p.m., Monday through Friday, except for Holidays, unless otherwise approved by the City's representative requesting the material.
6. Materials picked-up by the City shall be available at a location within six (6) miles, one-way, of the City's Municipal Services Center, 2600 North Jasper Street.
7. The City will award a contract to the successful bidder to provide Crushed Stone Aggregate and Stone to the City beginning January 1, 2024 and ending December 31, 2024.
8. The contract shall terminate at 12:00 p.m. local time, December 31, 2024.

BASIS OF AWARD:

The City may make its award to:

1. A **single contractor** to supply all six (6) items if the contractor submits the lowest responsive, responsible proposal for each type of material to the City.
2. A **separate contractor** for each item for which they submit the lowest responsive, responsible proposal. Maximum number of contracts will be six (6). Multiple contracts for the same item will not be made.

BID SIGNATURE PAGE

If a Corporation

Corporate Name: BEELMAN LOGISTICS, LLC

By Registered Agent: Frank Beelman IV — FRANK J BEELMAN IV
Signature (please sign in ink) — Print Name

Business Address: ONE RACEHORSE DRIVE
Street
EAST SAINT LOUIS — IL — 62205
City — State — Zip
618-646-5300
Area Code — Telephone Number

Name of Officers:

FRANK J BEELMAN IV	SAME AS ABOVE
President	Address
Vice President	Address
MICHELLE BEELMAN	SAME AS ABOVE
Secretary	Address
MICHELLE BEELMAN	SAME AS ABOVE
Treasurer	Address

Sole Proprietor

Firm Name: _____

Signature of Bidder: _____
Signature (please sign in ink) — Print Name

Business Address: _____
Street

City — State — Zip

Area Code — Telephone Number

If a Partnership

Firm Name: _____

By: _____
Signature (please sign in ink) — Print Name

Business Address: _____
Street

City — State — Zip

Area Code — Telephone Number

Name of all Members of Firm

Name — Address

Name — Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILLINOIS)
) SS.
COUNTY OF ST CLAIR)

FRANK J BEELMAN IV, BEING FIRST DULY SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of BEELMAN LOGISTICS, LLC, the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Frank Beelman IV

OWNER
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public
Title

My Commission expires _____.

DATE: 1/8/2024

MEMO: 2024-08

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Kelly Harrison, Chief Procurement Officer
Paul Caswell, P.E., City Engineer

SUBJECT: Resolution Accepting the Bid of Energy Culvert Company LLC for the Purchase of Corrugated Steel Pipe

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Energy Culvert Company LLC for the Purchase of Corrugated Steel Pipe	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF ENERGY CULVERT COMPANY LLC FOR THE PURCHASE OF CORRUGATED STEEL PIPE

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

Section 1. That the tabulation of bids received for furnishing corrugated steel pipe presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Energy Culvert Company LLC, in the amount of $45,377.41, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Energy Culvert Company LLC, for their bid price of $45,377.41.

PRESENTED and ADOPTED this 16th day of January, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: Corrugated Steel Pipe **Bid Date: December 14, 2023** **Time: 4:00 p.m.**			**Energy Culvert Co** **Energy, IL**		**JCG Midwest** **Moweaqua, IL**	
Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
54206001 Corrugated Steel 12-inch	1,000	LF	$13.50	$13,500.00	$16.37	$16,370.00
54206002 Corrugated Steel 15-inch	200	LF	$16.20	$3,240.00	$20.60	$4,120.00
54206003 Corrugated Steel 18-inch	100	LF	$20.25	$2,025.00	$24.47	$2,447.00
54206004 Corrugated Steel 24-inch	100	LF	$25.65	$2,565.00	$41.21	$4,121.00
54206005 Corrugated Steel 30-inch	50	LF	$40.50	$2,025.00	$50.60	$2,530.00
54206006 Corrugated Steel 36-inch	50	LF	$48.60	$2,430.00	$60.35	$3,017.50
54206007 Corrugated Steel 48-inch	20	LF	$87.75	$1,755.00	$106.07	$2,121.40
54206008 End Section 12-inch, no toe plate	20	EA	$98.19	$1,963.80	$92.46	$1,849.20
54206009 End Section 15-inch, no toe plate	10	EA	$182.32	$1,823.20	$114.88	$1,148.80
54206010 End Section 18-inch, no toe plate	10	EA	$150.60	$1,506.00	$148.81	$1,488.10
54206011 End Section 24-inch, no toe plate	4	EA	$306.82	$1,227.28	$222.12	$888.48
54206012 End Section 30-inch, no toe plate	2	EA	$612.03	$1,224.06	$443.09	$886.18
54206013 End Section 36-inch, no toe plate	2	EA	$822.96	$1,645.92	$714.26	$1,428.52
54206014 End Section 48-inch, no toe plate	2	EA	$1,578.90	$3,157.80	$1,502.82	$3,005.64
54206015 Universal Band, 12-inch	50	EA	$19.97	$998.50	$28.79	$1,439.50
54206016 Universal Band, 15-inch	20	EA	$24.76	$495.20	$31.57	$631.40
54206017 Universal Band, 18-inch	10	EA	$31.16	$311.60	$35.02	$350.20
54206018 Universal Band, 24-inch	10	EA	$47.92	$479.20	$42.41	$424.10
54206019 Universal Band, 30-inch	5	EA	$59.89	$299.45	$50.22	$251.10
54206020 Universal Band, 36-inch	5	EA	$71.88	$359.40	$60.22	$301.10
54206021 Universal Band, 48-inch	5	EA	$127.64	$638.20	$90.66	$453.30
54206022 Tee, 12 inch x 12 inch	5	EA	$135.73	$678.65	$251.62	$1,258.10
54206023 Tee, 18 inch x 18 inch	5	EA	$205.83	$1,029.15	$368.97	$1,844.85
TOTAL				$45,377.41		$52,375.47
No Bids						
ISCO Industries						
IMCO						

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Tel: (217) 424-2763 Fax: (217) 424-2772

Request for Quotation
(This is not an order)

Date: 11/30/2023

Delivery Requested by	Quote due back	Attn:
As Requested	**December 14, 2023 4:00 p.m.**	**Jessica Coleman**

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.
****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

Energy Culvert Company LLC Matt Minor
By (Signature)

Sales Manager 12/11/2023
Official Title Date

TERMS	F.O.B.
Net 30 days	**Decatur, IL**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of corrugated steel and polyethylene pipe, fittings and fabrications for the City of Decatur from January 1, 2024 – December 31, 2024. (See attached specifications).		

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS FOR CORRUGATED STEEL (CS) PIPE, FITTINGS AND FABRICATIONS:

Corrugated Steel Pipe, fittings and fabrications shall meet the requirements of Section 542, "PIPE CULVERTS" and of Article 1006.01, "Corrugated Steel Pipe and Corrugated Steel Pipe Arch" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation. The minimum thickness for Corrugated Steel Pipe (CS) shall be as follows:

0.064 inches for 12 inch and 18 inch CS.
0.079 inches for 24 inch and 36 inch CS.
0.109 inches for 48 inch CS.

MATERIALS FOR CORRUGATED POLYETHYLENE (PE) PIPE, FITTINGS AND FABRICATIONS:

Corrugated Polyethylene (PE) Pipe with a smooth interior, fittings, and fabrications shall meet the requirements of Section 542, "PIPE CULVERTS" and of Article 1040.04, "Corrugated Polyethylene (PE) Pipe with a Smooth Interior" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Coupling systems shall be a factory installed polyethylene double bell coupler pressure testable to 5.0 psi with up to 5 degrees of axial misalignment.

End treatment and fittings used with the pipe shall be of the same material as the pipe unless approved otherwise by the Engineer.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS

METHOD OF MEASUREMENT:

Corrugated Steel (CS) Pipe and **Corrugated Polyethylene (PE) Pipe** for the size specified will be measured for payment in feet (FT) delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

End Sections (CS) and **End Sections (PE)** for the size specified will be measured for payment as each (EA) end section delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Universal Bands (CS) for the size specified will be measured for payment as each (EA) band delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Tees (CS) and **Tees (PE)** will be measured for payment as each (EA) tee delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

BASIS OF PAYMENT:

Corrugated Steel (CS) Pipe and **Corrugated Polyethylene (PE) Pipe** for the size specified will be paid for at the contract unit price per foot (FT) of the specified pipe diameter. Said unit price shall include the pipe and all costs to deliver and unload the pipe at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

End Sections (CS) and **End Sections (PE)** for the size specified will be paid for at the contract unit price each (EA) for the specified end section size. Said unit price shall include the end sections and all costs to deliver and unload the end sections at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Universal Bands (CS) for the size specified will be paid for at the contract unit price each (EA) for the specified band size. Said unit price shall include the bands and all costs to deliver and unload the bands at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Tees (CS) and **Tees (PE)** will be paid for at the contract unit price each (EA) for the specified pipe diameter. Said unit price shall include the Tees and all costs to deliver and unload the Tees at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated and used to obtain unit prices. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease in the quantities.
2. Unit prices quoted shall be F.O.B. the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.
3. Materials shall be delivered to the City within ten (10) calendar days from the date of receipt of the City's order.
4. Deliveries shall be made during the City's regular hours of operation, 7:30 a.m. to 4:00 p.m., Monday through Friday, except for Holidays, unless otherwise approved by the City's Municipal Services Manager.
5. City orders will, as can be practically scheduled, be "full truck load" quantities. In the event of a partial load, the Contractor and the City's Municipal Service Manager may agree to an extended delivery time with no adjustment in the unit price bid for the material ordered.
6. The City will award a contract to the successful bidder to provide culvert pipe, fittings, and fabrications beginning January 1, 2024 and ending December 31, 2024.
7. The contract shall terminate at 12:00 p.m., local time, December 31, 2024.

BASIS OF AWARD:

The City may award:

1. A **single contract** to one supplier to supply both types of pipe if the contractor submits the lowest responsive, responsible proposal for both types of pipe; or
2. As **two separate contracts** in the event that the lowest responsive, responsible proposal for each type of pipe is submitted by different contractors.

"EXHIBIT A"

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

BID SIGNATURE PAGE

If a Corporation

Corporate Name: Energy Culvert Company LLC

By Registered Agent: [signature] Matt Minor
Signature (please sign in ink) Print Name

Business Address: 501 E College St.
Street

Energy IL 62933
City State Zip

618-942-7381
Area Code Telephone Number

Name of Officers:

President Address

Vice President Address

Secretary Address

Treasurer Address

Sole Proprietor

Firm Name

Signature of Bidder:
Signature (please sign in ink) Print Name

Business Address:
Street

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:
Signature (please sign in ink) Print Name

Business Address:
Street

City State Zip

Area Code Telephone Number

Name of all Members of Firm

Name Address

Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Illinois)
) SS.
COUNTY OF Williamson)

_____, BEING FIRST DULY SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of Energy Culvert Company LLC, the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Matthew Hess

Sales Manager
Title

Subscribed and sworn to before me this 12 day of December, 2023.

OFFICIAL SEAL
NICOLE D FOSS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/09/24

Nicole D Foss

Notary Public
Title

My Commission expires 02/09/2024.

CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET

Estimated Quantities for 2024
PROPOSAL A
CORRUGATED STEEL PIPE

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
54206001	CORRUGATED STEEL (CS) PIPE, 12-INCH	LF	1000	13.50	13,500.00
54206002	CORRUGATED STEEL (CS) PIPE, 15-INCH	LF	200	16.20	3,240.00
54206003	CORRUGATED STEEL (CS) PIPE, 18-INCH	LF	100	20.25	2,025.00
54206004	CORRUGATED STEEL (CS) PIPE, 24-INCH	LF	100	25.65	2,565.00
54206005	CORRUGATED STEEL (CS) PIPE, 30-INCH	LF	50	40.50	2,025.00
54206006	CORRUGATED STEEL (CS) PIPE, 36-INCH	LF	50	48.60	2,430.00
54206007	CORRUGATED STEEL (CS) PIPE, 48-INCH	LF	20	87.75	1,755.00
54206008	END SECTION (CS), 12-INCH, NO TOE PLATE	EA	20	98.19	1,963.80
54206009	END SECTION (CS), 15-INCH, NO TOE PLATE	EA	10	182.32	1,823.20
54206010	END SECTION (CS), 18-INCH, NO TOE PLATE	EA	10	150.60	1,506.00
54206011	END SECTION (CS), 24-INCH, NO TOE PLATE	EA	4	306.82	1,227.28
54206012	END SECTION (CS), 30-INCH, NO TOE PLATE	EA	2	612.03	1,224.06
54206013	END SECTION (CS), 36-INCH, NO TOE PLATE	EA	2	822.96	1,645.92
54206014	END SECTION (CS), 48-INCH, NO TOE PLATE	EA	2	1,578.90	3,157.80
54206015	UNIVERSAL BAND (CS), 12-INCH	EA	50	19.97	998.50
54206016	UNIVERSAL BAND (CS), 15-INCH	EA	20	24.76	495.20
54206017	UNIVERSAL BAND (CS), 18-INCH	EA	10	31.16	311.60
54206018	UNIVERSAL BAND (CS), 24-INCH	EA	10	47.92	479.20
54206019	UNIVERSAL BAND (CS), 30-INCH	EA	5	59.89	299.45
	SUB-TOTAL FOR SHEET 1 - PROPOSAL A				42,672.01

CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET

PROPOSAL A (continued)
CORRUGATED STEEL PIPE

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
54206020	UNIVERSAL BAND (CS), 36-INCH	EA	5	71.88	359.40
54206021	UNIVERSAL BAND (CS), 48-INCH	EA	5	127.64	638.20
54206022	TEE (CS), 12-INCH x 12-INCH x 12-INCH	EA	5	135.73	678.65
54206023	TEE (CS), 18-INCH x 18-INCH x 18-INCH	EA	5	205.83	1,029.15
	SUB-TOTAL FOR PROPOSAL A - (FROM SHEET 1)				2,705.40
				TOTAL	45,377.41

PROPOSAL A - SUPPLEMENTAL ITEMS

NOTE: Supplemental items may be required at the City's option. The UNIT PRICE entered for each item will be used to determine the compensation to the contractor to furnish these items. ***SUPPLEMENTAL ITEMS WILL NOT BE USED BY THE CITY TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.***

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
54206024	CORRUGATED STEEL (CS) PIPE, 12-INCH EQUIVALENT	LF	50	14.04	702.00
54206025	CORRUGATED STEEL (CS) PIPE, 15-INCH EQUIVALENT	LF	50	16.85	842.50
54206026	CORRUGATED STEEL (CS) PIPE, 18-INCH EQUIVALENT	LF	50	21.06	1,053.00
54206027	CORRUGATED STEEL (CS) PIPE, 24-INCH EQUIVALENT	LF	50	26.68	1,334.00
54206028	CORRUGATED STEEL (CS) PIPE, 30-INCH EQUIVALENT	LF	30	42.12	1,263.60
54206029	CORRUGATED STEEL (CS) PIPE, 36-INCH EQUIVALENT	LF	30	50.54	1,516.20

CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET

PROPOSAL A - SUPPLEMENTAL ITEMS (continued)

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
54206030	CORRUGATED STEEL (CS) PIPE, 48-INCH EQUIVALENT	LF	30	91.26	2,737.80
54206031	END SECTION (CS) PIPE, 12-INCH EQUIVALENT, NO TOE PLATE	EA	10	110.95	1,109.50
54206032	END SECTION (CS) PIPE, 15-INCH EQUIVALENT, NO TOE PLATE	EA	10	200.43	2,004.30
54206033	END SECTION (CS) PIPE, 18-INCH EQUIVALENT, NO TOE PLATE	EA	10	182.33	1,823.30
54206034	END SECTION (CS) PIPE, 24-INCH EQUIVALENT, NO TOE PLATE	EA	4	348.47	1,393.88
54206035	END SECTION (CS) PIPE, 30-INCH EQUIVALENT, NO TOE PLATE	EA	4	691.60	2,766.40
54206036	END SECTION (CS) PIPE, 36-INCH EQUIVALENT, NO TOE PLATE	EA	4	929.95	3,719.80
54206037	END SECTION (CS) PIPE, 48-INCH EQUIVALENT, NO TOE PLATE	EA	2	1,784.16	3,568.32
54206038	UNIVERSAL BAND (CS), 12-INCH EQUIVALENT	EA	25	20.77	519.25
54206039	UNIVERSAL BAND (CS), 15-INCH EQUIVALENT	EA	25	25.75	643.75
54206040	UNIVERSAL BAND (CS), 24-INCH EQUIVALENT	EA	25	49.84	1,246.00
54206041	UNIVERSAL BAND (CS), 30-INCH EQUIVALENT	EA	10	62.29	622.90
54206042	UNIVERSAL BAND (CS), 36-INCH EQUIVALENT	EA	5	74.76	373.80
54206043	UNIVERSAL BAND (CS), 48-INCH EQUIVALENT	EA	5	132.75	663.75

END OF PROPOSAL A
FOR
CORRUGATED METAL PIPE

CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET

Estimated Quantities for 2024
PROPOSAL B
CORRUGATED POLYETHYLENE - SMOOTH INTERIOR PIPE

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
54216001	CORRUGATED POLYETHYLENE (PE) PIPE, 12-INCH	LF	100	6.58	658.00
54216002	CORRUGATED POLYETHYLENE (PE) PIPE, 15-INCH	LF	100	9.11	911.00
54216003	CORRUGATED POLYETHYLENE (PE) PIPE, 18-INCH	LF	50	12.34	617.00
54216004	CORRUGATED POLYETHYLENE (PE) PIPE, 24-INCH	LF	50	20.44	1,022.00
54216005	CORRUGATED POLYETHYLENE (PE) PIPE, 30-INCH	LF	50	30.81	1,540.50
54216006	END SECTION (PE), 12-INCH, NO TOE PLATE	EA	4	145.98	583.92
54216007	END SECTION (PE), 15-INCH, NO TOE PLATE	EA	4	145.98	583.92
54216008	END SECTION (PE), 18-INCH, NO TOE PLATE	EA	4	197.48	789.92
54216009	END SECTION (PE), 24-INCH, NO TOE PLATE	EA	4	254.14	1,016.56
54216010	END SECTION (PE), 30-INCH, NO TOE PLATE	EA	4	804.71	3,218.84
54216011	TEE (PE), 12-INCH x 12-INCH x 12-INCH	EA	5	113.85	569.25
54216012	TEE (PE), 15-INCH x 15-INCH x 15-INCH	EA	5	170.17	850.85
54216013	TEE (PE), 18-INCH x 18-INCH x 18-INCH	EA	5	238.72	1,193.60
				TOTAL	13,555.36

END OF PROPOSAL B
FOR
CORRUGATED POLYETHYLENE - SMOOTH INTERIOR PIPE

DATE: 1/8/2024

MEMO: 2024-08

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Kelly Harrison, Chief Procurement Officer
Paul Caswell, P.E., City Engineer

SUBJECT: Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF VCNA PRAIRIE LLC FOR THE PURCHASE OF PORTLAND CEMENT CONCRETE

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

Section 1. That the tabulation of the bids received for furnishing portland cement concrete presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of VCNA Prairie LLC in the amount of $182,279.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and VCNA Prairie LLC for their bid price of $182,279.50.

PRESENTED and ADOPTED this 16th day of January, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: Portland Cement Concrete **Bid Date: December 14, 2023** **Time: 4:00 p.m.**				**VCNA Prairie** **Bridgewood, IL**		**Grohne Concrete** **Decatur, IL**		**CCI Redimix** **Effingham, IL**	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	10200401 Class PV Concrete (6 Bag)	250	CY	$118.40	$29,600.00	$145.00	$36,250.00	$149.00	$37,250.00
	10200402 Class PV Concrete (6.5 Bag)	100	CY	$120.37	$12,037.00	$147.00	$14,700.00	$152.00	$15,200.00
	10200403 Class PV Concrete (7 Bag)	700	CY	$122.44	$85,708.00	$149.00	$104,300.00	$155.00	$108,500.00
	10200404 Class PP Concrete (6.5 Bag)	250	CY	$122.63	$30,657.50	$150.00	$37,500.00	$152.00	$38,000.00
	10200405 Class PP Concrete (7 Bag)	100	CY	$118.53	$11,853.00	$159.00	$15,900.00	$155.00	$15,500.00
	10200406 Controlled Low-Strength Material (CLSM)	100	CY	$89.24	$8,924.00	$75.00	$7,500.00	$91.00	$9,100.00
	10200407 Delivery Fee (Less than 2 CY)	10	EA.	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00
	10200408 Delivery Fee (2 to 5 CY)	50	EA.	$50.00	$2,500.00	$75.00	$3,750.00	$75.00	$3,750.00
	TOTAL				**$182,279.50**		**$220,900.00**		**$228,300.00**
	Supplemental Items								
	10200409 Calcium Chloride	50		$4.50	$225.00	$3.00	$150.00	$2.50	$125.00
	10200410 Retarder	50		$2.50	$125.00	$3.50	$175.00	$0.00	$0.00
	10200411 Portland Cement	50		$20.00	$1,000.00	$0.00	$0.00	$0.00	$0.00
	10200412 Heated Aggregate and Water	50		$8.00	$400.00	$8.00	$400.00	$4.00	$200.00
	10200413 Dye	50		$60.00	$3,000.00	$90.00	$4,500.00	$2.60	$130.00
	TOTAL				**$4,750.00**		**$5,225.00**		**$455.00**

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Tel: (217) 424-2763 Fax: (217) 424-2772

Request for Quotation
(This is not an order)

Date: 11/30/2023

Delivery Requested by	Quote due back	Attn:
As Requested	**December 14, 2023 4:00 p.m.**	**Jessica Coleman**

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.
****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

By (Signature)

Plant Manager — Official Title

12-4-23 — Date

TERMS	F.O.B.
Net 30 days	**Decatur, IL**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of Portland cement concrete for the City of Decatur from January 1, 2024 – December 31, 2024. See attached specifications.		

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Materials shall meet the following requirements of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation:

(a)	Cement	Section 1001.
(b)	Water	Section 1002.
(c)	Fine Aggregate	Section 1003.
(d)	Coarse Aggregate	Section 1004.
(e)	Chlorides	Section 1013.
(f)	Portland Cement Concrete	Section 1020.
(g)	Concrete Admixtures	Section 1021.

Class PV Concrete (6 Bag), **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, and **Class PP Concrete (7 Bag)** as specified shall conform to the applicable articles of Section 1020, "PORTLAND CEMENT CONCRETE" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Coarse Aggregate for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)** and **Class PP Concrete (7 Bag)** shall be Gradation Number CA 7 and shall conform to the applicable articles of Section 1004, "COARSE AGGREGATE" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Portland Cement for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** shall conform to the applicable articles of Section 1001, "CEMENT" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE

Fine Aggregate for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** shall conform to applicable articles of Section 1003, "FINE AGGREGATES" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Water for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** shall conform to applicable articles of Section 1002, "WATER" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Controlled Low - Strength Material (CLSM) shall conform to applicable articles of Section 1019, "CONTROLLED LOW - STRENGTH MATERIAL" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Calcium Chloride shall conform to the applicable articles of Section 1013, "CHLORIDES" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Admixtures to **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, and **Class PP Concrete (7 Bag)** shall conform to applicable articles of Section 1021, "CONCRETE ADMIXTURES" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Dye, when specified, shall meet the specifications for "Dye #SG450 - Maroon" and be mixed at a ratio of 25 pounds per cubic yard of concrete.

METHOD OF MEASUREMENT:

Class PV Concrete (6 Bag), **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** will be measured for payment in cubic yards (CY). The concrete volume will be based on batch weights of the concrete converted to volumes by use of the conversion factor developed with the specific mix design. For a full load delivery, the vehicle operator shall provide to the responsible member of the City's MSC work crew a ticket verifying the amount of concrete delivered. For a partial load delivery, the vehicle operator shall obtain from the responsible member of the City's work crew a written acknowledgment of the amount of concrete delivered.

Load Delivery Fee (Less than 2 CY.) and **Load Delivery Fee (2 CY. to 5 CY.)** will be measured at the contract unit price for each (EA). No measurement will be made for an order of more than five (5) cubic yards of the same concrete class to one work site in the same workday. No measurement will be made for a partial load required to complete an order of five (5) or more cubic yards of the same concrete class to one work site in the same workday unless it is the result of a reorder by the City. No measurement will be made in excess of six (6) to complete a multiple order totaling fifteen cubic yards or less of the same concrete class in the same workday.

Calcium Chloride and **Retarder** will be measured for payment in cubic yards - percent (CYP). A CYP is equal to one cubic yard of concrete with one percent, by weight, of the admixture material (e.g. A concrete mix having an admixture of 1 percent Calcium Chloride will be paid for as 1 CYP per actual cubic yard of mix, a concrete mix having an admixture of 2 percent Calcium Chloride will be paid for as 2 CYP per actual cubic yard of mix).

Portland Cement will be measured as a separate item for payment per bag (94 pounds per bag) when additional Portland cement is added to a concrete mix at the direction of the City's representative.

Dye will be measured for payment per pound of dye used.

BASIS OF PAYMENT:

Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag), Class PP Concrete (7 Bag) and **Controlled Low - Strength Material (CLSM)** will be paid for at the contract unit price per cubic yard (CY) of the specified material. Said unit price shall include the material and all costs to mix, deliver and unload the concrete to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Load Delivery Fee (Less than 2 CY.) and **Load Delivery Fee (2 CY. to 5 CY.)** will be paid for at the contract unit price of each (EA). Said unit price shall include all costs to deliver and unload the concrete to any location within the corporate limits of the City of Decatur as directed by the City's representative. No payment will be made for an order of more than five (5) cubic yards of the same concrete class to one work site in the same workday. No payment will be made for a partial load required to complete an order of five (5) or more cubic yards of the same concrete class to one work site in the same workday unless it is the result of a reorder by the City. No payment will be made in excess of six (6) to complete a multiple order totaling fifteen cubic yards or less of the same concrete class in the same workday.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE

Calcium Chloride and **Retarder** will be paid for at the contract unit price for at each cubic yard - percent (CYP). Said unit price shall include the retarder and all costs to mix, deliver and unload the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Portland Cement will be paid for at the contract unit price per bag (94 pounds). Said unit price shall include the Portland Cement and all costs to mix, deliver and unload the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Dye will be paid for at the contract unit price per pound of dye used. Said unit price shall include the dye and all costs to mix the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease or decrease in the quantities.
2. Unit prices quoted shall be F.O.B. for delivery to any location within the City of Decatur corporate limits.
3. The Contractor shall deliver the specified concrete in the amount ordered, at the time specified, in a manner to coordinate with the City work crew's needs and to the location directed by the City's representative.
4. City will, as can reasonably be scheduled, consolidate orders to minimize the number of locations, travel time and distance for the Contractor.
5. The Contractor shall obtain the approval of the City Engineer for the mix design for each concrete class prior to delivery. In the event the mix design for a concrete class is changed, the Contractor shall obtain the approval of the City Engineer. The Contractor shall provide to the City's Municipal Services Manager and Water Services Manager the concrete plant operating schedule(s) including, at a minimum the following information:
   - Anticipated opening and closing dates for the plant.
   - Days of the week and hours for each day that deliveries can be made.
6. The Contractor shall advise the City's Municipal Services Manager and Water Services Manager prior to the temporary shutdown of the plant or other circumstances which may affect material availability.
7. The City will award a contract to the successful bidder to provide Portland Cement Concrete to the City beginning January 1, 2024 and ending December 31, 2024.
8. This contract shall terminate at 12:00 p.m., local time, December 31, 2024.

CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE

BASIS OF AWARD:

A **single contract** will be awarded by the City to the contractor submitting the lowest responsive, responsible proposal to the City.

BID SIGNATURE PAGE

If a Corporation

Corporate Name _____

By Registered Agent: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street

_____
City State Zip

_____
Area Code Telephone Number

Name of Officers: _____
President Address

_____
Vice President Address

_____
Secretary Address

_____
Treasurer Address

Sole Proprietor

Firm Name _____

Signature of Bidder: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street

_____
City State Zip

_____
Area Code Telephone Number

If a Partnership

Firm Name _____

By: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street

_____
City State Zip

_____
Area Code Telephone Number

Name of all Members of Firm _____
Name Address

_____
Name Address

CITY OF DECATUR
PORTLAND CEMENT CONCRETE
PROPOSAL SHEET

Estimated Quantities for 2024
PORTLAND CEMENT CONCRETE PROPOSAL

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
10200401	CLASS PV CONCRETE (6 BAG)	CY	250	118.40	29,600
10200402	CLASS PV CONCRETE (6.5 BAG)	CY	100	120.37	12,037
10200403	CLASS PV CONCRETE (7 BAG)	CY	700	122.44	85,708
10200404	CLASS PP CONCRETE (6.5 BAG)	CY	250	122.63	30,657.50
10200405	CLASS PP CONCRETE (7 BAG)	CY	100	118.53	11,853
10200406	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CY	100	89.24	8,924
10200407	LOAD DELIVERY FEE (LESS THAN 2 CUBIC YARDS)	EA	10	100.00	1000
10200408	LOAD DELIVERY FEE (2 CUBIC YARD TO 5 CUBIC YARDS)	EA	50	50.00	2500
				TOTAL	182279.50

SUPPLEMENTAL ITEMS

NOTE: Supplemental items may be required at the City's option. The UNIT PRICE entered for each item will be used to determine the compensation to the contractor to furnish these items. ***SUPPLEMENTAL ITEMS WILL NOT BE USED BY THE CITY TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.***

ITEM NUMBER	ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENSION
10200409	CALCIUM CHLORIDE	CYP	50	4.50	225.00
10200410	RETARDER	CYP	50	2.50	125.00
10200411	PORTLAND CEMENT	BAG	50	20.00	1000.00
10200412	HEATED AGGREGATE AND WATER	CY	50	8.00	400
10200413	DYE	LBS	50	60.00	3000

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Ill)
) SS.
COUNTY OF Macon)

Dennis Benman, BEING FIRST DULY SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of VCNa Prairie, the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Plant manger
Title

Subscribed and sworn to before me this 4th day of December, 2023.

Notary Public
Title

My Commission expires _____.

"EXHIBIT A"

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

DATE: 1/5/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointments - Construction and Housing Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Tony Clark and John Munson to the Construction and Housing Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Tony Clark	Construction and Housing Board of Appeals	1/1/2028
John Munson	Construction and Housing Board of Appeals	1/1/2028

DATED this 16th day of January 2024.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 16th day of January 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 16th day of January 2024.

_____
Julie Moore Wolfe, Mayor

DATE: 1/11/2024

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Amendment to the Decatur Area Convention & Visitors Bureau Agreement

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Backup Material
Agreement Amendment 2024	Backup Material

MEMO

DATE: January 16, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Amendment to the Decatur Area Visitors & Convention Bureau Agreement

RECOMMENDATION: It is recommended by staff that this simple amendment providing for a 3-year extension to the Decatur Area Visitors & Convention Bureau Agreement be approved.

BACKGROUND: The City of Decatur has had an agreement with the Decatur Area Visitors & Convention Bureau since 1981 providing funds to DVCB to promote tourism and community events in Decatur and Macon County. Their role in promoting events and the community activities has changed along with the community itself; with the most recent addition being an expansion into operating downtown events and coordinating the Transfer House in Central Park as a publicly available facility for the community. DVCB also represents the City, as an entity, at the Farm Progress Show every other year.

The proposed amendment does not make any other changes to the current agreement with DCVB other than providing for a 3-year extension through 2025. The current agreement was put in place in 2020 for a 3-year timeframe. The annual contribution to DCVB can vary from year to year depending on whether or not it is a Farm Progress Show year. The 2024 Council adopted budget includes this $270,000 contribution in the General Fund, City General Administration division. This expense is offset by the Hotel/Motel Tax revenues received by the City.

STAFF REFERENCE: For any questions, City Council may contact City Manager Scot Wrighton or Deputy City Manager Jon Kindseth.

RESOLUTION NO. R2024_____

RESOLUTION AUTHORIZING AMENDMENT TO THE DECATUR AREA CONVENTION & VISITORS BUREAU AGREEMENT

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

Section 1. That the Amendment to the Decatur Area Convention & Visitors Bureau Agreement between the City of Decatur and Decatur Area Convention & Visitors Bureau, presented to the City Council herewith, and attached and marked as Exhibit A, be hereby received and approved as presented.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of January 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

AMENDMENT

THIS AMENDMENT ("Amendment") is made and entered into as of the 16th day of January 2024, by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and the Decatur Area Convention & Visitor's Bureau ("DACVB").

WITNESSETH:

WHEREAS, City and DACVB entered into a Funding Agreement for FY 2020-2022 ("Agreement") relating to the payment of certain funds to DACVB in consideration of the performance of certain duties by DACVB to City; and,

WHEREAS, the Agreement was for the period from January 1, 2020, through December 31, 2022; and,

WHEREAS, City and DACVB desire and agree to amend the Agreement to extend the period of time the Agreement is effective; and,

WHEREAS, City and DACVB desire and agree that all other terms set forth in the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Section IV TERM is hereby amended to provide,

> "That this Agreement shall be for the term of an additional three years commencing January 1, 2023 and concluding December 31, 2025. This Agreement may not be altered or amended without prior written consent of both parties hereto."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective corporate names by their respective officers duly authorized and their respective corporate seals to be affixed and attested by their respective officers having the day and year first above written.

(Signature page follows)

CITY OF DECATUR, ILLINOIS,

a Municipal Corporation

BY:_____

ATTEST:

_____

City Clerk

DECATUR AREA CONVENTION &

VISITORS BUREAU

BY:_____

ATTEST:

_____

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
City Plan Commission Minutes of December 14, 2023	Backup Material
Civil Service Commission Minutes of November 7, 2023	Backup Material

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, December 14, 2023
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The December 14, 2023, meeting of the Decatur City Plan Commission which is being held due to a lack of a quorum for the Decatur City Plan Commission on Thursday, December 7, 2023. The public hearing was postponed by those members in attendance on December 7, 2023. The meeting was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman James Schwarz who determined a quorum was present.

Members Present: A.G Webber, Matt Naber, Bobby Garner, Maurice Payne, James Schwarz, Andrew Taylor, James Oliver

Members Absent: Susie Peck, Josh Prasun, Jason Drake

Staff Present: Greg Crowe, Joselyn Stewart, Matthew Sebek, Deanna Buck

II. Approval of Minutes of the October 5, 2023, City Plan Commission Meeting

It was moved and seconded (Taylor/Naber) to approve the minutes of the October 5, 2023, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 23-09 Petition of ROBINSON OUTDOOR ADVERTISING for a variance in the provisions of the Zoning Ordinance (Ordinance #3512, as amended, Section II) to allow the placement of an Off-Premises Sign (Billboard) within 750 feet of another Off-Premises Sign (Billboard) at 1910 South Mount Zion Road

It was moved and seconded (Naber/Payne) to forward Case No. 23-09 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Commissioner A.G. Webber questioned the ownership of the property. City staff explained that the property owner is Rural King. Maurice Payne asked about the way the message would change. Delbert Riehn, Petitioner, was sworn in by Deanna Buck. The petitioner explained the billboard will have no scrolling effects. It is auto changing and the light for the digital billboard is inside the

board and dims. The petitioner also stated that the sign could be used for Amber Alerts, Police Department, and free advertising for the City of Decatur as a public benefit for the City.

B. Case No. 23-10 Petition of ROBINSON OUTDOOR ADVERTISING for a variance in the provisions of the Zoning Ordinance (Ordinance #3512, as amended, Section II) to allow the placement of a three-sided Off-Premises Sign (Billboard) in between Pershing Road and the Sangamon River on IL Route 48 and in a right-of-way, boulevard, or other publicly owned space at 1321 North Oakland Avenue

It was moved and seconded (Taylor/Payne) to forward Case No. 23-10 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Greg Crowe explained the use of the sign. A.G. Webber asked about the location of the proposed Billboard and if the City currently owns property. Greg Crowe explained that the City is not the property owner, but the petitioner intends to donate the property to the City. Mr. Crowe also explained the need for the variance allowing for the sign along IL-48.

Upon call of the roll, Commission members A.G Webber, Matt Naber, Bobby Garner, Maurice Payne, James Schwarz, Andrew Taylor, James Oliver voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Greg Crowe mentioned that there was mail correspondence for the Plan Commission members to collect.

VI. Adjournment

There being no further business, it was moved and seconded (Weber/Payne) to adjourn the meeting.

Upon call of the roll, Commission members A.G Webber, Matt Naber, Bobby Garner, Maurice Payne, James Schwarz, Andrew Taylor, James Oliver voted aye.

Acting Chairman James Schwarz declared the meeting adjourned at 3:21 P.M.

James Schwarz, Secretary, Decatur City Plan Commission

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
November 7, 2023

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Todd Ray
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley

ABSENT: COMMISSIONER Amy Spry
COMMISSIONER Sheri Hagen

Call to Order
Chair Spain called the meeting to order at 11:32 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizens provided comments to move the Commission: Abeer Motan.

The Minutes of the October 3, 2023, regular meeting were presented. Vice Chair Todd Ray moved that the October 3, 2023, regular meeting minutes be approved, seconded by Commissioner Tony Wilkins and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Tony Wilkins moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Vice Chair Todd Ray and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Vice Chair Todd Ray moved to return to Open Session, seconded by Commissioner Tony Wilkins and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

A. Authorization Request to Approve Final Scores & Promotional Register for Fire Inspector, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

B. Authorization Request to Approve Final Scores & Promotional Register for Water Plant Operator III, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

C. Authorization Request to Approve Final Scores & Eligible Register for Water Plant Operator III - External, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

D. Authorization Request to Approve Final Scores & Eligible Register for Utility Customer Service Representative, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

E. Authorization Request to Approve Final Scores and Eligible Register for Service Worker, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

F. Authorization Request to Approve Final Scores and Eligible Register for Police Patrol Officer, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

G. Authorization Request to Approve Final Scores and Lateral Transfer Register for Police Patrol Officer, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

H. Election of Civil Service Commission Officers – Chair Greg Spain made a motion to elect Vice Chair Todd Ray as Chair, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried. Commissioner Tony Wilkins made a motion to elect Chair Greg Spain as Vice Chair, seconded by Vice Chair Todd Ray, and upon call of the roll Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for New Business:

A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Water Plant Operator I, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Water Plant Operator III, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

C. Authorization Request to Approve Job Announcement & Establish Promotional Register for Senior Utility Customer Service Representative, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

D. Authorization Request to Approve Job Announcement & Establish Eligible Register for Network Support Specialist (Help Desk Specialist), Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved,

seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

E. Receiving and Filing of Personnel Actions – Vice Chair Todd Ray moved that the appointment, promotion, shift letter of commendation, shift letter reprimand, oral reprimand, written reprimand, suspension, civil service status, requests for leave, relinquish position, request to return to previously held position, resignation, and retirement be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioner Tony Wilkins Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

Penny Rogers mentioned she and French Wilson are working on a major revision to the Civil Service Commission Rules which will include more details about hiring processes.

There being no other business, Commissioner Tony Wilkins moved to adjourn the meeting, seconded by Vice Chair Todd Ray and upon call of the roll, Commissioner Tony Wilkins, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 12:07 p.m.

Respectfully Submitted,

Penny Rogers

Penny Rogers
Acting Secretary

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. 24-02

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 16, 2024

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 sixteen (16) 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

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300 E. Cerro Gordo	**1728 N. College**	**123 S. East**
1205 N. Edward	**351 W. Macon**	**1454 N. Main**
347 W. North	**1045 N. Oakdale**	**337 E. Stuart**
943 W. View	**841 N. Water**	**1907 N. Water**
423 S. Webster	**849 S. Webster**	**1055 E. Whitmer**
1718 E. 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 best 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 16th day of January, 2024.

_____
Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo January 16, 2024

Resolution Authorizing Actions Regarding Unsafe Structures

Cerro Gordo, 300 E. This property was posted Unfit for Human Habitation in December 2023. Multiple violations both interior and exterior of property including: walls, windows, escapes, loading door, interior floors and all surfaces, damaged structural components from fire, open electrical, plumbing, and mechanical. Structure will require full permit work to return to code.

College, 1728 N. This property was posted as Unfit for Human Habitation in September 2023. House has several interior and exterior violations that need to be brought to minimum code.

East, 123 S. This property was posted as Unfit for Human Habitation in September 2019. Posted house as Unfit for Occupancy due to severe lack of maintenance, this house was previously failed to legal with a different owner and now work has been done to the house for a few years. roof is questionable some windows broken out siding is damaged and other boards attached to porch and fascia soffits need repaired gas meter is missing line pinned. power is off meter is attached. all of interior suffers from neglect moisture damage. All plumbing and electrical will need inspected for damage and replacement as necessary.

Edward, 1205 N. This property was posted as Unfit for Human Habitation in November 2023. House and garage do not meet minimum standards of housing code. House has foundation that is leaning, roof on porch is coming apart and deteriorated, rails, and stairs to porch are in disrepair, roof has holes and shingles missing, garage is falling over and is unsafe. House is unfit for human occupancy.

Macon, 351 W. This property was posted Unfit for Human Habitation in September 2021. House has several interior and exterior violations that need to be brought to minimum code.

Main, 1454 N. This property was posted as Unfit for Human Habitation in June 2021. Roof on house in complete disrepair, chimney in disrepair, unsafe roof structure on house. House does not meet minimum code and is unfit for human habitation until brought up to current housing code.

North, 347 W. This property was posted as Unfit for Human Habitation in October 2023. House has numerous exterior and interior violations that need to be brought to minimum code.

Oakdale, 1045 N. This property was posted as Unfit for Human Habitation in September 2022. House has numerous exterior and interior violations that need to be brought to minimum code.

Stuart, 337 E. This property was posted Unfit for Human Habitation in September 2023. House is unfit for occupancy. House has exterior and interior violations, that need to be brought to minimum code.

View, 943 W. This property was posted as Unfit for Human Habitation in August 2022. Property with multiple exterior violations: peeling and chipping paint throughout; stairs on porch in disrepair; foundation wall severely cracked and coming loose; gutters inoperable; roof, soffits, fascia damaged; broken door and windows.

Water, 841 N. This property was posted as Unfit for Human Habitation in December 2023. Property with significant code violations, both interior and exterior. Exterior: damaged rear porch, broken doors and windows, holes in roof and walls. Interior: collapsed balcony, damaged interior surfaces, and floors throughout, accumulation of trash, multiple unsafe areas.

Water, 1907 N. This property was posted as Unfit for Human Habitation in July 2023. House has numerous exterior and interior violations that need to be brought to minimum code.

Webster, 423 S. This property was posted Unfit for Human Habitation in October 2020. House is Unfit for Human Habitation due to no active water (Per COD WTR DEPT inactive since 12-20-13). Observed the following: Roof- (gutters missing, fascia boards damaged, missing, soffits damaged) Exterior siding - (damaged, peeling paint, rotting) Windows-(broken windows, peeling paint on window frames) Foundation walls –(bricks degrading, need tuck point, walls collapsing in reary6) Porches/decks – (Front porch in poor condition, rotting wood, warping wood, peeling paint) Basement hatchway-(very poor condition with collapsing walls, rotting wood)

Webster, 849 S. This property was posted as Unfit for Human Habitation in January 2021. House observed to be neglected and in a state of severe lack of maintenance. Observed the following violations: Roof- (fascia boards missing/damaged peeling paint, no gutters) Exterior walls-(siding damaged, holes in walls) Windows-(broken/damaged peeling paint) Front/Rear porch-(peeling paint, no protective treatment)

Whitmer, 1055 E. This property was posted as Unfit for Human Habitation in June 2021. House has been designated as Unfit for Human Habitation due to the following: [1] No active water (Per City of Decatur Water Dept. water has been inactive since Sep 2020) Observed the following violations on house: Roof-(Gutters damaged/missing/obstructed, inadequate protection of roof for extension on rear, facia boards damaged/missing/no protective treatment) Exterior – (Siding damaged/missing/no protective treatment) Windows (peeling paint) Accessory Structure (peeling paint)

Wood, 1718 E. This property was posted as Unfit for Human Habitation in November 2023. House is suffering from extreme lack of maintenance and neglect. Roofing, soffits, foundation, exterior walls all have significant signs of deterioration.

DATE: 1/11/2024

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing the Execution of an Agreement with JRH Services for the Demolition of 625 W. Center Street

BACKGROUND: Last month the city released RFPs for 51 structure demolitions. When bids were received, 43 of them proposed prices below the threshold requiring City Council approval. These are are in different stages of being awarded administratively. Of the 8 remaining demolitions, only one is ready for final approval and award (625 W. Center St.).

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-03

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 16, 2024

SUBJECT: Resolution Authorizing the Execution of Agreement for Demolition of vacant building with JRH Services at 625 W. Center St.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The building at 625 W. Center was put out for bid along with 22 other structures. 625 W. Center crossed the threshold for Council Approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JRH SERVICES FOR THE DEMOLITION OF 625 W. CENTER ST

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 625 W. Center St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of JRH Services in the amount of $22,075.00 for 625 W. Center St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and JRH Services for their total bid price of $22,075.00.

PRESENTED and ADOPTED this 16th day of January 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT

Project Name: Demolition of Properties- 625 W. Center 12/20/2023 Time: 9:00 a.m.		JRH Services Decatur, IL	Steve's Trucking Decatur, IL	S. Shafer Excavating Pontoon Beach, IL	Hutchins Excavating Decatur, IL NO BID
	Description	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
	Demolition	$22,075.00	$24,890.00	$23,000.00	$0.00
	Plumbing	$0.00	$0.00	$5,500.00	$0.00
TOTAL		$22,075.00	$24,890.00	$28,500.00	$0.00

City Clerk

DATE: 1/9/2024

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton-City Manager

SUBJECT: Monthly Reports, January, 2024

ATTACHMENTS:

Description	Type
Police, December, 2023	Backup Material
Fire, December, 2023	Backup Material
Economic & Community Development, December, 2023	Backup Material
Public Works, December, 2023	Backup Material
IT, December, 2023	Backup Material

DECATUR ILLINOIS POLICE DEPARTMENT

2023 December Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	17
Patrol Officer	111
TOTAL	**136**

Budgeted	**148**

Non-deployable: Officers at Academy or in FTO	11
Non-deployable: Officers on Injury Status	3
Retirements/Resignations Expected Next Month	4

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	1
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	**15**

Freedom of Information (FOIA) Requests

Month: 259 **YTD:** 2,957

DECATUR ILLINOIS POLICE DEPARTMENT

2023 December Monthly Report

PATROL DIVISION

Community Engagement	Amount	YTD
Community Meetings	0	6
Directed Patrols	134	737
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity	Amount	YTD
Calls for Service/CAD Incidents	3,911	50,280
Criminal Arrests	282	3,422
Felony Drug Arrests	245	470
Firearms Siezed	21	239
Field Interviews	88	1,481
City Ordinance Arrests	11	129
Unlawful Use of Motor Vehicles	122	1,642

Traffic Accidents	Amount	YTD
Traffic Accidents	197	2,367
Fatal Accidents	1	8
Personal Injury Accidents	36	442

Traffic Enforcement	Amount	YTD
Traffic Citations	706	7,928
Written Warnings	276	4,326
Parking Citations	20	245

Traffic Targeted Enforcement Stats	Amount	YTD
Driving Under the Influence (DUI) Arrests	18	271
DUI's Involving Accidents	5	87
Electronic Communication Device Stops	101	278
Speeding Stops	154	3,065

DECATUR ILLINOIS POLICE DEPARTMENT

2023 December Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	0	grams	7,518	$10 / gram	$75,180
Cocaine - Powder	29	grams	2,725	$100 / gram	$272,500
Cocaine - Crack	16	grams	429	$100 / gram	$42,900
Heroin	0	grams	766	$300 / gram	$229,800
Ecstasy	0	hits	1,719	$20 / hit	$34,380
Meth	89	grams	17,673	$100 / gram	$1,767,300
K2/Pills	0	pills	1,141		

	Amount	YTD
Search Warrants	3	57
Currency Seized	$0	68,392
Firearms Seized	1	87
Vehicles Siezed	0	9
Arrests	2	181

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	148	1,672
Closed/Resolved Cases	115	1,053
Criminal Arrests	58	658
Homicides	2	15
Infant Death Investigations	1	1
Suicide Investigations	2	9
Missing Person Investigations	7	70
Computer Forensic Exams	0	30

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	24	204
Misdemeanor Arrests	0	13
TOTAL	**24**	**217**

	Amount	YTD
Sex Offender Registrations	118	1,530

DECATUR FIRE DEPARTMENT

MEMORANDUM

2024-01

January 9, 2024

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – December 2023

The fire department ended 2023 with 14,073 alarms. That is a record number of alarms and 965 alarms higher than 2022. In comparison, there were 8270 alarms in 2013, so in ten years the alarm total has increased by 70% as the population continues to decrease. The implementation of the Emergency Medical Dispatching system was to curtail the numbers of alarms that required the fire department to respond. Ambulance staffing issues coupled with CIRDC issues has not allowed this reduction to occur.

In the future, the City and the fire department will need to decide what alarms the department will continue to respond. This is not a unique problem to Decatur, but 911 has become a system for non-emergency needs as well as emergency needs. This call volume causes excessive wear and tear on the equipment as well as the firefighters. The answer to these issues will likely involve more input than the City and department are able to address.

	2023												
Incident Type Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total - Current
1 - Fire	33	27	26	46	43	62	39	21	40	16	31	32	416
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	2	1	0	1	0	0	0	0	1	0	0	1	6
3 - Rescue & Emergency Medical Service Incident	867	794	788	820	826	798	790	836	852	883	832	913	9,999
4 - Hazardous Condition (No Fire)	17	33	78	30	32	106	51	46	28	29	23	33	506
5 - Service Call	123	96	131	111	110	99	108	125	112	128	120	105	1,368
6 - Good Intent Call	64	57	73	87	89	87	92	87	109	94	101	78	1,018
7 - False Alarm & False Call	66	53	64	51	45	51	70	86	67	82	54	68	757
8 - Severe Weather & Natural Disaster	0	0	0	0	0	2	0	1	0	0	0	0	3
9 - Special Incident Type	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	**1,172**	**1,061**	**1,160**	**1,146**	**1,145**	**1,205**	**1,150**	**1,202**	**1,209**	**1,232**	**1,161**	**1,230**	**14,073**

The chart below indicates the number of alarms that each fire company responded to in 2023.

Fire Company	Alarm responses
Engine 1	3134
Engine 5	2592
Engine 3	2489
Engine 6	2405
Truck 2	1977
Engine 4	1689
Truck 1	1283
Engine 7	1242
Battalion 1	706

Fire Prevention Division: Inspector testing is continuing.

Training Division:

1. Completed live burn training at the south training facility at MCLETC – Companies finished training under live fire conditions in the training tower, performing search drills and hose line advancements.
2. Command Board training – Crews trained on how to track companies on the fireground for accountability purposes and how proper commands are assigned by incident commanders.
3. Annual CPR training – companies completed their annually required CPR training through the AHA, with certified instructors from within the DFD.
4. Completed annual fit testing of SCBA masks.
5. Companies completed SCBA ‘confidence course’ maze that is a drill through many obstacles while wearing all gear and breathing air from their SCBA.

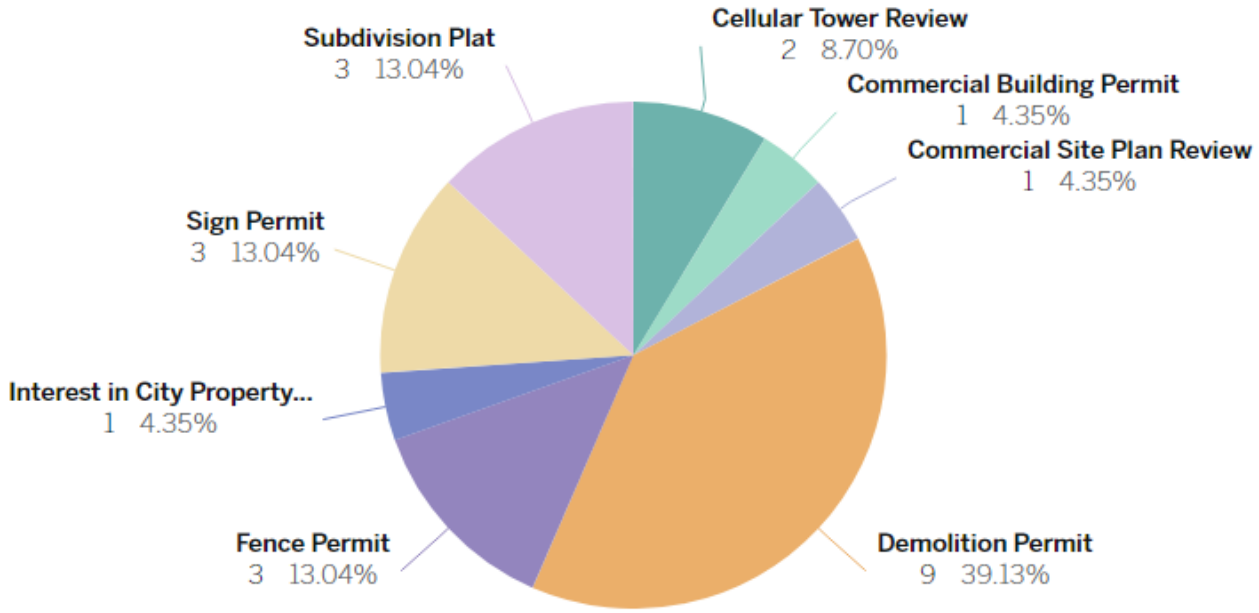
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

December 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of December, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. One petition was received for the Plan Commission.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed twenty-three (23) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
1	91 Lots	$45,900

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For December, we issued 149 permits broken down by permit type below. Of those, we had 7 permits with a value of over $250,000. The Division performed 347 inspections and 6 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	8	$14,945,113
Residential Building	34	1,336,818
Demolition	13	947,516
Electrical	27	136.334
Mechanical	9	40,586
Plumbing	34	164,069
Roof	19	208,102
Pool	1	70,000
Fence	2	4.245
Sign	2	10,700
Wheelchair Ramp	0	0
TOTAL	**149**	**$17,863,483**

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff is working to dissolve DCDF. A meeting was held with the Board of Directors and the decision was made and voted to dissolve DCDF. According to the bylaws all funds and property will be reverted to the City of Decatur.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to areas of the city.
- Staff participated in Ringing the Bell for the Salvation Army. Staff also attended the Gala held to thank those who participated in the event.
- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants will be in the form of roof replacements.
- Staff continues to work with the Economic Development Council to establish the Workforce Development Ecosystem.
- Staff continue strategic planning with CONO to increase capacity.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City of Decatur is partnering with Richland Community College, Empowerment Opportunities Corporation (EOC), Building and Trades, Land of Lincoln Credit Union to rehabilitate a house and serve as transitional housing for a homeless family.
- ECD has adopted Hope Academy as part of the Great Streets Great Neighborhood initiative.

- ECD attended the ribbon cutting for the SIA community garden. Partners include Block by Block, ADM, Johns Hill School and the City of Decatur. Staff assisted with acquisition, and the purchase of plants, etc.
- Staff attended Carrie Lane ribbon cutting ceremony. HOME funds in the amount of $250,000 were granted to assist with the completion of the project.
- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper St. Corridor.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Over 170 cleanups have taken place since the beginning of the program. Partners include Block by Block, Shemilah Outreach Center, and Inherited Services.
- Staff attended a mandatory meeting in Washington, DC for Thriving Communities grant the City of Decatur received.
- One member of the Revitalization Division participated in the Capstone Leadership training along with other members of the department and graduated in December.
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items.
- The staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner-occupied programs.
- Staff met with outside agencies, i.e., Dove, CoC, Homeless Advisory Council, Shemilah Outreach, SIA, United Way, Workforce Investment Solutions, EDC ecosystem meeting, 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 2023.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	79
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	45
No Garbage Service	1
Nuisance	96
Secure of Abandoned Buildings	38
Weeds	0
TOTAL	259

DEMOLITIONS	
Year-to-Date Demolished	108
New Cases	9
Sent to Legal	0
Sent to Council	0
Out to Bid	0
Contracts Granted	4
Contract Amount	131,675.00
Permits Issued	0
Permits Finaled	7
Active Demolitions	166

RE-INSPECTION VISITS	
Code Enforcement	928
Weeds	
TOTAL	928

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
New Invoices	79
Dollar Amount	$31,234.09

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	47
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.

Public Works Department
Monthly Report
December 2023

Engineering:

2023 Local and State MFT Projects:

Month Activity: Work is shut down for the winter and will commence in spring.

Project Background: The local and state MFT projects were designed and advertised by Engineering Staff on August 2, 2023 with bids received on August 15, 2023. Dunn Company provided the lowest responsible bids, and the contract was awarded by City Council on August 21, 2023. Dunn is scheduled to start the work in early September. Work is complete on Northland, Garfield Ave, Faries, Maryland, and Airport Plaza..

2023 Water Main Replacement Project:

Month Activity: Work is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023 with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered.

William St Pump Station Improvements:

Month Activity: Work is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff and consultant CMT on September 6, 2023 with bids received on October 4, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on October 16, 2023.

Water Sampling Stations:

Month Activity: Work is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023 with bids received on November 15, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on December 4, 2023.

Old King's Orchard Garden:

Month Activity: No work was completed in December, the trees are scheduled to be removed in January.

Project Background: The project was designed and advertised by Engineering Staff on September 20, 2023 with bids received on October 4, 2023. Entler Excavating Company, Inc provided the lowest responsible bid, and the contract was awarded by City Council on October 16, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: No work was completed in December.

Project Background: The project was designed and advertised by Engineering Staff on October 4, 2023 with bids received on October 25, 2023. A&R Mechanical, Inc provided the lowest responsible bid, and the contract was awarded by City Council on November 6, 2023.

2023 Annual Manhole Rehab:

Month Activity: No work was completed in December.

Project Background: The project was designed and advertised by Engineering Staff on

October 18, 2023 with bids received on November 8, 2023. Culy Contracting provided the lowest responsible bid, and the contract was awarded by City Council on November 20, 2023.

William Street Closure at Decatur and Eastern Railroad:

Month Activity: No work was completed in December.

Project Background: The project was designed and advertised by Engineering Staff on October 25, 2023 with bids received on November 8, 2023. Kinney Contractors provided the lowest responsible bid, and the contract was awarded by City Council on November 20, 2023

Fairview Park Storm Sewer:

Month Activity: No work was completed in December.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on October 25, 2023 with bids received on November 15, 2023. A&R Services provided the lowest responsible bid, and the contract was awarded by City Council on December 4, 2023.

MUNICIPAL SERVICES MONTHLY DATA
DECEMBER 2023

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
Milling / Asphalt	0 sq yds	0	
Miscellaneous / Asphalt	0	14	
Pothole Patch / Repair	2948 patches	536.10	
Street Repair / Asphalt	0 sq yds	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	166.40	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	0sq yds	0	
SS Utility Cuts / Sidewalk	120 sq ft	44	
Water Dept Cuts / Curb & Gutter	0 linear ft	0	
Water Dept Cuts / Driveway	4.4 sq yds	9	
Water Dept Cuts / Pavement	161.75 sq yds	350	
Water Dept Cuts / Sidewalk	75 sq ft	9	

Water Dept Brick Street Rep	0 sq yds	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		125 Straight / 4 OT	
Flowerbed Maintenance		0	
Fountain		0	
Mowing / Downtown Parks		5	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Special Projects / Events / Electrical		0	
Service Calls / Other Departments		8	
Street Light Maintenance		81.5	
Traffic Signal Repair		165 Straight / 15.5 OT	
Warning Siren Maintenance		29	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	98.59%	599.92	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		94.5	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		52	
New Tree Care & Maintenance		0	

Pesticide Application		0	
Storm Damage Clean-up		17	
Stump Removal	90	265	
Tree Removal	545 (inch diameter)	358	
Tree Trimming	4	14	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		13	
Parking Lots/Garage Maintenance		26	
Parking Meter Collection		2.5	
Parking Meter Repair		1	
Special Projects / Parking		2	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	49,900 linear ft	143.5	
Catch Basin / Pumped	6	14	
Catch Basin / Repaired	2	8	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	0 linear ft	0	
Ditching	0 linear ft	0	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	0	0	
Sanitary Back-up / Jetted	6,341 linear ft	60 Straight / 24 OT	

Sanitary Manholes / Pumped	0	0	
Sanitary Manholes / Repaired	0	0	
Sanitary Sewers / Cleaned	249 linear ft	4	
Sanitary Sewers / Jetted	0 linear ft	0	
Sanitary Sewers / Roots	1,445 linear ft	19	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3rd Shift	127.3 miles	33.5	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	103.9 miles	554 Straight / 37.5 OT	
Street Cleaning / Priorities	89.5 miles	70.5	
Street Cleaning / State Routes	56.4 miles	15.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	456	7	
Miscellaneous Traffic Control		38	
Mowing Entry Signs		0	
Signs / Installed	16	21.5	
Signs / Made	54	54	
Signs / Repaired	33	52.5	
Striping / Paint	0 feet	2.5	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	

Traffic Control (set up & removal)		20.5	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	102	369	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	2	9	
Home Secures	25	79	

Water Production Division
Monthly Report
December 2023

DeWitt County Wellfield Improvements: INTERA Inc. completed the preliminary engineering report. The completion of this project is on hold due to the recently purchased second DeWitt Co. farm property.

Lake Decatur Landscape Maintenance: This year's work on the south side of the U.S. 36 bridge was completed by Homer Tree Care.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 613.6 feet (94% full) which is above normal for December due to below normal seasonal rainfall.

Lake Decatur Watershed Management Plan: Work continued on the $9.88M USDA RCPP grant webpage, advisory board, USDA program parameters and contract details, partner coordination and contribution management, and overall promotion. The $150K 2020 IEPA Section 319 grant tasks are almost 100% complete. The $250K 2021 IEPA Section 319 grant tasks in progress include creating the Camp Creek subwatershed plan and Lake Decatur shoreline

stabilization installation by G & H Marine. The $350K 2022 IEPA Section 319 grant application continues to be evaluated by IEPA. Northwater Consulting continued operating the watershed water quality monitoring network, planning to construct high priority Best Management Practices (BMPs) and operationalizing the Spatial Watershed Assessment and Management Model (SWAMM). The monitoring network link is https://decatur.watertechnologies.us/ and the SWAMM link is https://theswamm.com/catalogue/#/geostory/794. City staff continued BMP GIS database creation, planning and constructing Lake Decatur Watershed Protection Program BMPs.

Nelson Park Boat Ramps Preliminary Study: Martin Engineering's concept designs were made available for public review and comment.

Oakley Sediment Basin Drainage Improvements: Martin Engineering continued work on the second draft of the drainage improvements design.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction completed 99% of this project. Final completion will occur in mid-2024 due to an extended delivery date for the installation of two valve actuators.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline bid specifications and assessing the pit's water recharge rate.

Water Production: Continued assisting with the completion of the South Water Treatment Plant claricone construction and SCADA improvements projects. IL EPA began their TMF (technical, management and financial) review of our drinking water system that occurs every three years. 517.2 million gallons of potable water were pumped into the water distribution system which was 11.46% less than December 2022.

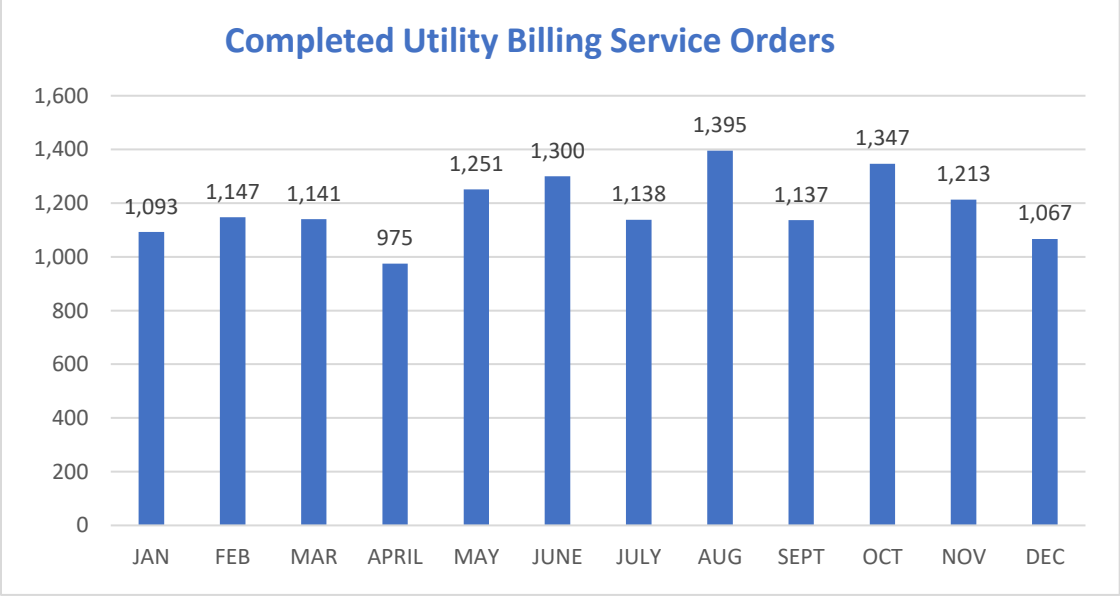
Performance Outcomes:

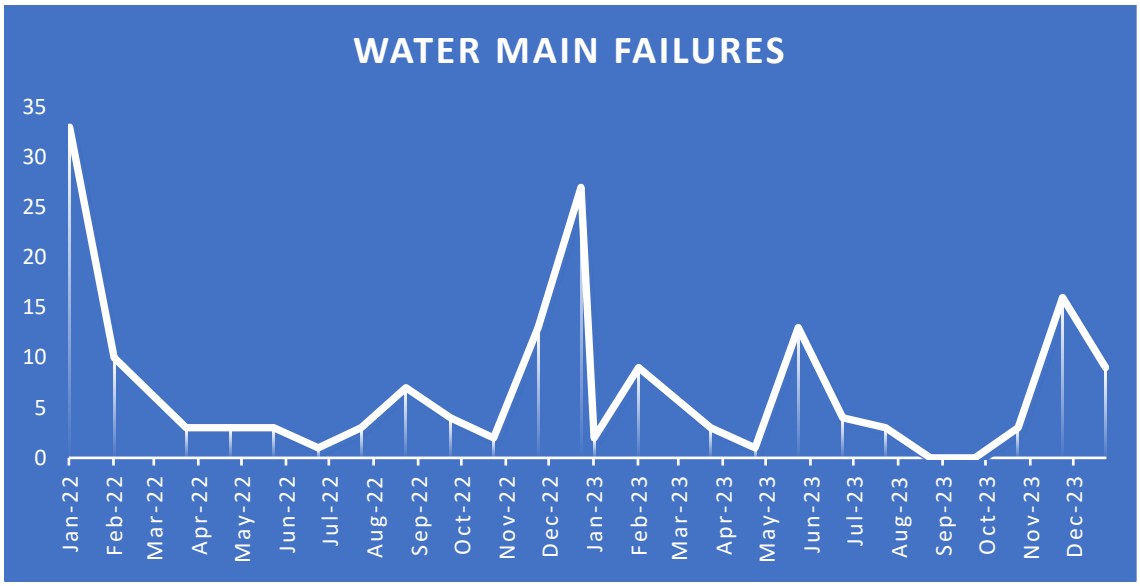
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred in December.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting completed the draft Year 2 Tributary Monitoring Summary which includes sediment accumulation.

December 2023

Water Services:

Staff repaired 9 water main failures, 1 fire hydrant, 16 water services and inspected 26 system control valves. Completed 1,067 Utility Billing service orders and 71 miscellaneous distribution system orders.




WATER MAIN FAILURES
35
30
25
20
15
10
5
0
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
Dec-22
Jan-23
Feb-23
Mar-23
Apr-23
May-23
Jun-23
Jul-23
Aug-23
Sep-23
Oct-23
Nov-23
Dec-23

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
December

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- City DPD and IT are participating in a Public Safety system conversion from Central Square to Tyler New World Public Safety. Project is running on schedule.
- Microsoft is sunsetting the SQL Server 2012 operating system. The city server environment had 31 servers that need updated to at least SQL Server 2019. As of this writing we still have 3 servers that need updated.
- City IT is working with Macon County in an effort to obtain a State of Illinois grant through a program called Broadband Breakthrough to increase world wide web connectivity to Macon County farms, Co-Ops, Businesses, and residents.
- IT is working with Finance to convert food & beverage tax process to Open Gov.
- IT began discussions with Risk Management to move Benefits administration into the Tyler MUNIS solution.
- IT is working with other city staff and Civic Plus to build a new customer facing Website that will use state of the art programing to make it much easier for citizens to find City information.
- IT started regular Cyber Security education with real examples shared as we see them to increase awareness across all city system users.
- We are in the process of evaluating Help Desk Ticketing systems. The system we were using was provided to us free and the company that developed it decided to sunset the solution without warning. It is our hope to have a new solution selected and running in January 2024.
- Assisting with the technology changes with hiring MV Bus maintenance staff as City employees effective January 2024.
- IT is replacing our city Network Core infrastructure used to connect servers and storage located in City Data Center which will provide extra layers of security for our network.
- Completing Fiber Optic splicing to connect the traffic cabinet at the five points intersection.
- Still trying to hire an entry level IT Professional to fill an opening at our IT Helpdesk.

DATE: 1/11/2024

MEMO:

TO: Mayor Moore Wolfe and City Council

FROM: Jennifer Gunter-Watershed and Lake Management

SUBJECT: 2023 Watershed Projects

ATTACHMENTS:

Description	Type
2023 Watershed Projects	Backup Material

Lake Decatur Watershed Protection Program

Best Management Practices

For

Lake Decatur Watershed

Installed in 2023

Project Name: LDWPP 2022-005A
Project Manager: City & Macon County SWCD
Landowner: Strawn French
BMP Practice: Drop-Pipe Structure

Life of the Project Reductions	
Sediment Reduction (Tons):	285
Nitrogen Reduction (lbs):	150
Phosphorus Reduction (lbs):	150
Construction Completed:	Winter 2023

Total Project Cost Estimate:	$7,021.50
Landowner Cost:	$1,755.37
City Cost:	$5,266.13

Before BMP is installed:



BMP Location:



Project Name: 17-PND
Project Manager: City & Northwater Consulting
Landowner: Ron Helm
BMP Practice: Pond

Life of Project Reductions			
Sediment Reduction (Tons):	780	Total Project Cost:	$31,450.00
Nitrogen Reduction (lbs):	4,892	Landowner Cost:	$ 7,500.00
Phosphorus Reduction (lbs):	868	City Cost:	$23,950.00
Construction Completed:	Summer 2023		

Before BMP is installed:



After BMP is installed:



Project Name: 115-STP
Project Manager: City & Northwater Consulting
Landowner: Ron Helm
BMP Practice: Streambank Stabilization (92 feet)
Life of Project Reductions

Sediment Reduction (Tons):	204
Nitrogen Reduction (lbs):	180
Phosphorus Reduction (Tons):	185
Construction Completed:	Summer 2023

Total Project Cost Estimate:	$27,357.52
Landowner Cost:	$ 6,839.38
City Cost:	$20,518.14

Before BMP is installed:



After BMP is installed:



Project Name: 116-STP
Project Manager: City & Northwater Consulting
Landowner: Ron Helm
BMP Practice: Streambank Stabilization (53 feet)
Life of Project Reductions

Sediment Reduction (Tons):	187
Nitrogen Reduction (lbs):	164
Phosphorus Reduction (lbs):	168
Construction Completed:	Summer 2023

See Project Cost Above

Before BMP is installed:



After BMP is installed:



Project Name: 117-STP
Project Manager: City & Northwater Consulting
Landowner: Ron Helm
BMP Practice: Streambank Stabilization (93 feet)

See Project Cost Above

Life of Project Reductions

Sediment Reduction (Tons):	78
Nitrogen Reduction (lbs):	70
Phosphorus Reduction (lbs):	69
Construction Completed:	Summer 2023

Before BMP is installed:



After BMP is installed:



Project Name: BMP#1 & #3 WL
Project Manager: Northwater (2021- 319 Grant)
Landowner: Macon County Conservation District (Friend's Creek Park)
BMP Practice: Stair Step Wetland

Life of Project Reductions		Owner Cost	$8,853.86
Nitrogen Reduction (lbs):	9,940	Maximum City Cost (reimbursed to owner)	$26,561.59
Phosphorus Reduction (lbs):	2,140	Total Not to Exceed Project Cost	$35,415.45
Sediment Reduction (Tons):	4,140	*319 Grant Funds (16%):*	-$ 4,277.50
Construction Completed:	Fall 2023	**Net Maximum City Cost:**	**$22,284.09**

Before BMP is installed:



After BMP Installed #1 & #3 Wetland:





Project Name: BMP#2 WL
Project Manager: Northwater (2021- 319 Grant)
Landowner: Macon County Conservation District (Fort Daniel's Park)
BMP Practice: Stair Step Wetland

Life of Project Reductions	
Nitrogen Reduction (lbs):	5,120
Phosphorus Reduction (lbs):	560
Sediment Reduction (Tons):	812
Construction Completed:	Fall 2023

Owner Cost:	$ 6,283.17
Maximum City Cost (reimbursed to owner):	$18,851.18
Total Not to Exceed Project Cost:	$25,134.91
319 Grant funds (15%):	-$ 2,891.85
Net Maximum City Cost:	**$15,959.33**

Before BMP is installed:



After BMP is installed:



Project Name: BMP4GC
Project Manager: Northwater (2021- 319 Grant)
Landowner: Will Good
BMP Practice: Stream Channel Stabilization (584 feet) & Streambank Protection (580 feet)

Life of Project Reductions		Owner Cost:	$12,000.00
Nitrogen Reduction (lbs):	5,975	Maximum City Cost (reimbursed to owner)	$37,012.50
Phosphorus Reduction (lbs):	2,650	Total Not to Exceed Project Cost:	$49,012.50
Sediment Reduction (Tons):	4,300	*319 Grant funds (11%):*	*-$ 4,144.17*
Completed Construction:	Fall 2023	**Net Maximum City Cost:**	**$32,868.33**

Before BMP is installed:



After BMP is installed:



Project Name: 999-A
Project Manager: City & Martin Engineering
Landowner: City of Decatur
BMP Practice: WASCOB

Life of Project Reductions	
Sediment Reduction (Tons):	75
Nitrogen Reduction (lbs):	195
Phosphorus Reduction (lbs):	45
Completed Construction:	Fall 2023

Total Project Cost Estimate:	$17,100.00
Landowner Cost:	$0.00
City Cost:	$17,100.00

Before BMP is installed:



After BMP is installed:



Project Name: LD22-13A
Project Manager: City & Martin Engineering
Landowner: Steve Catlin
BMP Practice: Terraces

Life of Project Reductions	
Sediment Reduction (Tons):	330
Nitrogen Reduction (lbs):	660
Phosphorus Reduction (lbs):	180
Completed Construction:	Fall 2023

Total Project Cost:	$21,955.23
Landowner Cost:	$2,195.52
City Cost:	$19,759.71

After BMP is installed:





Project Name: LD22-13B2
Project Manager: City & Martin Engineering
Landowner: Steve Catlin
BMP Practice: Terraces

Life of Project Reductions		Total Project Cost:	$16,972.01
Sediment Reduction (Tons):	255	Landowner Cost:	$ 1,697.20
Nitrogen Reduction (lbs):	510	City Cost:	$15,274.81
Phosphorus Reduction (lbs):	135		
Completed Construction:	Fall 2023		

After BMP is installed:





Project Name: LD22-15A
Project Manager: City & Martin Engineering (2022- 319 Grant)
Landowner: Donald Atkins
BMP Practice: Terraces & Block Chute

Life of Project Reductions	
Sediment Reduction (Tons):	964
Nitrogen Reduction (lbs):	1,290
Phosphorus Reduction (lbs):	495
Completed Construction:	Fall 2023

Owner Cost	$ 1,531.20
Maximum City Cost (reimbursed to owner):	$13,780.80
Total Not to Exceed Project Cost:	$15,312.00
319 2022 Grant Funds:	-$ 8,352.07
Net Maximum City Cost:	$ 5,428.73

After Terrace is installed:



After Rock Chute installed:



Project Name: LD22-15B
Project Manager: City & Martin Engineering (2022- 319 Grant)
Landowner: Donald Atkins
BMP Practice: WASCB (75 feet)
Life of Project Reductions
Sediment Reduction (Tons): 43.5
Nitrogen Reduction (lbs): 105
Phosphorus Reduction (lbs): 30
Completed Construction: Fall 2023

Owner Cost:	$ 859.10
Maximum City Cost (reimbursed to owner):	$7,731.90
Total Not to Exceed Project Cost:	$8,591.00
319 2022 Grant Funds:	$4,686.00
Net Maximum City Cost:	$3,045.90

Before BMP is installed:



After Terrace is installed:



Project Name: LD22-15C
Project Manager: City & Martin Engineering (2022- 319 Grant)
Landowner: Donald Atkins
BMP Practice: WASCB (194 feet)

Life of Project Reductions	
Sediment Reduction (Tons):	255
Nitrogen Reduction (lbs):	270
Phosphorus Reduction (lbs):	60
Completed Construction:	Fall 2023

Owner Cost:	$ 825.00
Maximum City Cost (reimbursed to owner):	$7,425.00
Total Not to Exceed Project Cost:	$8,250.00
319 2022 Grant Funds:	$4,500.00
Net Maximum City Cost:	$2,925.00

Before BMP Installed:



After Terrace is installed:



Project Name: LD22-16A
Project Manager: City & Martin Engineering
Landowner: Mike Jacobs
BMP Practice: Terrace (150 ft)
Life of Project Reductions

Sediment Reduction (Tons):	165
Nitrogen Reduction (lbs):	480
Phosphorus Reduction (lbs):	120
Completed Construction:	Fall 2023

Total Project Cost:	$12,350.00
Landowner Cost:	$ 1,235.10
City Cost:	$11,115.00

After Terrace is installed:



Tile Line installed for terrace:



Project Name: LD22-16B1
Project Manager: City & Martin Engineering
Landowner: Mike Jacobs
BMP Practice: Terrace (150 ft)

Life of Project Reductions	
Sediment Reduction (Tons):	120
Nitrogen Reduction (lbs):	375
Phosphorus Reduction (lbs):	90
Completed Construction:	Fall 2023

Total Project Cost:	$13,400.00
Landowner Cost:	$ 1,340.00
City Cost:	$12,060.00

After Terrace is installed:



Tile Line installed for terrace:



Project Name: LD22-16B2
Project Manager: City & Martin Engineering
Landowner: Mike Jacobs
BMP Practice: Terrace (134 ft)

Life of Project Reductions	
Sediment Reduction (Tons):	90
Nitrogen Reduction (lbs):	240
Phosphorus Reduction (lbs):	120
Completed Construction:	Fall 2023

Total Project Cost:	$13,000.00
Landowner Cost:	$ 1,300.00
City Cost:	$11,700.00

After Terrace is installed:



Tile Line installed for terrace:



Project Name: LD22-16C
Project Manager: City & Martin Engineering
Landowner: Mike Jacobs
BMP Practice: Terrace (90 ft)

Life of Project Reductions	
Sediment Reduction (Tons):	30
Nitrogen Reduction (lbs):	90
Phosphorus Reduction (lbs):	60
Completed Construction:	Fall 2023

Total Project Cost:	$9,650.00
Landowner Cost:	$ 965.00
City Cost:	$8,685.00

After Terrace is installed:



Tile Line installed for terrace:

