



**Tuesday, January 21, 2025
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

1. Approval of Minutes of December 16, 2024 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Resolution Receiving and Filing Proposed Annexation Agreement Located Generally North of I-72 and West of State Route 48
3. Resolution Scheduling Public Hearing for Proposed Annexation Agreement Located Generally North of I-72 and West of State Route 48
4. Resolution Authorizing Acceptance of Bodine Proposal Regarding City Fiber Extension from Eisenhower High School to Firehouse 7
5. Discussion Item: Comprehensive Operations Analysis Final Recommendations
6. City Manager Update

7. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
- A. Resolution Authorizing Agreement with U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant Funds (CDBG) Funds FY2024
 - B. Resolution Authorizing Second Memorandum of Understanding Between the City of Decatur and the Decatur Public Library and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO on Behalf of AFSCME Local 268
 - C. Resolution Authorizing the Certifications and Assurances of the 2024 Byrne Justice Assistance Grant
 - D. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City of Decatur for Distribution of the 2024 Byrne Justice Assistance Grant
 - E. Resolution Authorizing the Purchase of Graykey License Renewal from Magnet Forensics for the Decatur Police Department
 - F. Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Grappler Truck
 - G. Resolution Accepting a Sourcewell Contract for the Purchase of Three (3) Dump Trucks
 - H. Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur
 - I. Resolution Authorizing a Two-Year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring, Upper Sangamon River Watershed
 - J. Resolution Authorizing a Four-Year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Real-Time Mahomet Aquifer Monitoring
 - K. Resolution Authorizing a Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms
 - L. Ordinance Annexing Territory 3070 Lakeland Road
 - M. Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)
 - N. Resolution Approving Reappointment- Public Building Commission
 - O. Resolution Approving Reappointments - Decatur Area Convention and Visitors Bureau

P. Resolution Approving Appointment - Decatur Area Convention and Visitors Bureau

Q. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Adjournment

1. Monthly Reports, December, 2024

CITY COUNCIL MINUTES
Monday, December 16, 2024

On Monday, December 16, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Amanda Crystal, Ayn Owens and Micah Ray.

Council members responded to citizens' comments.

The minutes of December 2, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Pat McDaniel, David Horn, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe announced that the Resolution Authorizing a Development Agreement with KC Finds, LLC was pulled from the agenda.

There being no Unfinished Business, Mayor Moore Wolfe called for New Business.

R2024-368 Resolution Authorizing Agreement for Lobbying Services - Highstake 35 LLC DBA Mercury Public Affairs, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason provided an overview of the Resolution.

Ms. Cheri Bustos, Partner with Mercury Public Affairs, provided an overview of the firm and introduced Senior Vice Presidents Nick Bustos and Michael Morthland.

Nick Bustos and Michael Morthland spoke about their backgrounds.

Council members provided feedback and expressed their views regarding the agreement.

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

Ms. Ruby James, Director of Finance, presented the Treasurer's Financial Report and answered questions from Council members concerning cash reserves.

R2024-369 Resolution to Include Compensation Paid Under an Internal Revenue Code Section 125 Plan as IMRF Earnings, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

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

R2024-370 Resolution for Third Transit Management and Operations Agreement Amendment with MV Transportation, Inc., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Lacie Elzy, Director of Transportation Services, provided an overview of the Resolution and answered questions from Council members concerning staffing levels.

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

R2024-371 Resolution Authorizing Development Agreement between City of Decatur, Illinois and Stixon36 LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason provided an overview of the Resolution.

Corporation Counsel Wendy Morthland provided highlights of the development agreement.

Council members discussed the agreement and provided feedback.

City Manager Gleason answered questions from Council members regarding the agreement.

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

City Manager Gleason presented the City Manager Update and spoke about available grants for qualified home daycare and daycare centers.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through M. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Cooper requested to remove Item A. from the Consent Agenda Calendar. The Clerk read Items B. through M.:

Item B. R2024-373 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Carbon, #PUR2024-13

Item C. R2024-374 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Carbon Dioxide, #PUR2024-13

Item D. R2024-375 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Chlorine, #PUR2024-13

Item E. R2024-376 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Hydrofluorosilicic Acid, #PUR2024-13

Item F. R2024-377 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Lime, #PUR2024-13

Item G. R2024-378 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Sodium Chloride, #PUR2024-13

Item H. R2024-379 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Sodium Chlorite, #PUR2024-13

Item I. R2024-380 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Sodium Hexametaphosphate, #PUR2024-13

Item J. 2024-181 Ordinance Rezoning Property from B-1 Neighborhood Shopping District to PD Planned Development District - 1326 and 1336 West Eldorado Street

Item K. R2024-381 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for the 2024 Storm Drainage Improvement Project, City Project 2024-30

Item L. R2024-382 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

Item M. Receiving and Filing of Minutes of Boards and Commissions

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

R2024-372 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, 2024, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Councilman Cooper raised questions about overspending in the budget.

City Manager Gleason responded to Councilman Cooper's questions.

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

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

Councilman Kuhle thanked the Decatur Area Convention and Visitors Bureau and IBEW for the ornament light display in Central Park designed for holiday photos. Mayor Moore Wolfe also thanked Decatur Earthmover Credit Union and the Heart of Illinois Community Foundation. Councilman Horn congratulated Heritage Behavioral Health Center for receiving a \$43.8 million dollar grant for their new facility. Councilman Cooper congratulated the Economic and Community Development Department for their award for the Great Streetscape project.

There being no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Regular Council meeting be adjourned, seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Pat McDaniel, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:48 p.m.

Approved _____
Kim Althoff
City Clerk



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report December 2024

The Year in Play

The total revised budget for fiscal year 2024 authorizes \$306.7 million in expenditure, against \$280.3 million in authorized revenues.

The General Fund, as a part of the revised City budget, includes General Fund revenues of \$90.6 million and expenses of \$90.6 million.

City Financial Position

The City of Decatur ended the month with a total cash position of \$102.2 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$110.4 million at the end of last month.

The City General Fund ended the month with a cash position of \$17.9 million versus last month's cash position of \$23.8 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.

City cash reserves are contained in Special Revenue funds (\$12.1 million), TIF Redevelopment funds (\$2.6 million), Capital funds (\$3.3 million), Debt Service fund (\$1.2 million), Internal Service funds (\$7.7 million) and Enterprise funds (\$57.0 million), which are earmarked for specific purposes 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-24	Nov-24	Dec-24	Comment
Special Revenue	12.5	11.1	12.1	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	4	4	2.6	Debt service and redevelopment agreement obligations
Capital	4.5	3.5	3.3	Capital funding available
Debt	2.3	1.2	1.2	Debt service obligations
Internal Service	8.4	8.2	7.7	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	61.2	58.4	57	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	92.9	86.4	83.9	
General Fund	22.8	23.8	17.9	Basic services to citizens and stakeholders
Total City Cash	116	110.4	102.2	

The periodic changes in fund balance are explained by capital project transfers and debt-related transfers. The capital expenses come up front at the beginning of the year, or episodically in large chunks as projects, debt payments, or purchases such as when vehicles come due. Revenue comes in monthly, so even though there is a balanced budget, fund balance will fluctuate periodically.

General Fund Position

Cash

The City General Fund ended the month with a cash position of \$17.9 million, or 75 days of cash reserve. The general fund 90-day reserve was calculated to be \$21.5 million for the FY2024 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

The City had seven funds in a deficit cash position at the end of December, most notably grant funds, which will be reimbursed once Federal or State funding is received. The total deficit of cash amounted to about \$6.89 million. Transit grants receivable was \$4.9 million and related to bus purchases and operations. The Community Revitalization Fund's cash deficit was \$1 million at the end of the month and funding will be identified at a future date.

Funds with a negative cash deficit are in effect funded by the general fund since other funds have specific purposes. That is why the City General Fund cash position went from \$23.8 million to \$17.9 million at the close of the fiscal year, as a temporary loan was made to these funds with receivables as no funds can end in a negative cash balance per state statute.

Funding the grant cash deficits highlights the need for a 90-day cash policy to fund City initiatives. GFOA (Government Finance Officers Association) fund balance policy recommends governments consider their specific circumstances and suggests that 60 days cash would be a minimum cash reserve to maintain.¹

¹ GFOA Best Practices "Fund Balance Guidelines for the General Fund" - <https://www.gfoa.org/materials/fund-balance-guidelines-for-the-general-fund>

Also, Moody's rating agency looks for 25% to 35% of revenue for a cash reserve to maintain an Aa bond rating, which would require a cash reserve of \$22.5 million.²

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	87,578	90,182	-3%
Expense	87,325	90,182	-3%
Surplus	253	-	

Revenue Comments

- The revenue estimates are based upon the FY2023 actual collections. For example, if 10% of a revenue was received in FY2023 in a given month, the FY2024 budgeted amounts, with certain exceptions, are budgeted to come to 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.
- The final revenue shortfall for FY2024 amounted to \$3 million dollars. This comes from the unanticipated state reduction in the replacement tax, the property tax levy being reduced but the budget not being altered to reflect that change, revenues adopted as part of the budget but not adopted by the City Council, and economically driven revenues, such as sales taxes, coming in under budget. Although the revenues for economically driven revenues came in about 2-4% higher than FY2023, they did not come in at the amounts budgeted.

² Moody's Ratings: Rating Methodology for US Cities and Counties - https://ma.moody.com/rs/961-KCJ-308/images/PBM_1401434.pdf?version=0

General Fund Revenue

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

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	11,873,859	12,342,429	(468,570)	-4%
MOBILE HOME PRIVELEGE TAX	-	14,000	(14,000)	
STATE SALES TAX	14,284,475	14,498,000	(213,525)	-1%
TELEPHONE UTILITY TAX	1,140,364	1,217,000	(76,636)	-7%
FOOD & BEVERAGE TAX	4,280,852	4,571,000	(290,148)	-7%
HOTEL AND MOTEL TAX	1,257,743	1,324,000	(66,257)	-5%
LOCAL SALES TAX	13,633,134	13,772,000	(138,866)	-1%
AVIATION FUEL TAX	29,039	8,000	21,039	72%
LOCAL USE TAX	2,641,447	3,011,000	(369,553)	-14%
AUTO RENTAL TAX	56,696	67,000	(10,304)	-18%
UTILITY TAX - ELECTRIC & GAS	4,640,956	5,002,000	(361,044)	-8%
VIDEO GAMING TAX	2,377,176	2,536,000	(158,824)	-7%
STREAMING TAX	-	-	-	
CABLE TV TAX	830,924	1,031,000	(200,076)	-24%
Sub Total	57,046,664	59,393,429	(2,346,765)	-4%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	45,881	75,000	(29,119)	-63%
STATE REPLACEMENT TAX	1,856,571	2,524,000	(667,429)	-36%
STATE INCOME TAX	11,976,074	11,675,000	301,074	3%
FEDERAL GRANTS	373,649	625,000	(251,351)	-67%
STATE GRANTS OR OTHER	155,758	169,000	(13,242)	
POLICE OT REIMBURSEMENTS	84,617	87,000	(2,383)	-3%
CANNABIS TAX	112,593	102,000	10,593	9%
OPIOID TREATMENT FUNDING	-	-	-	
Sub Total	14,605,144	15,257,000	(651,856)	-4%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	8,001,636	8,851,406	(849,770)	-11%
GENERAL GOV LICENSES/PERMITS				
Sub Total	2,456,514	1,667,401	789,113	32%
GENERAL GOV OTHER				
Sub Total	5,468,950	5,013,002	455,948	8%
General Fund Total (year-to-date)	87,578,907	90,182,238	(2,603,331)	-3%

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.

	2024 Budget	2024 Final	YTD % of budget	2023 Final	% Change year vs year
State Sales Tax (Gen Fund)	14,498,000	14,284,475	98.5%	13,744,087	3.9%
Local Sales Tax (Gen Fund)	13,772,000	13,633,134	99.0%	13,260,895	2.8%
State Income Tax	11,675,000	11,976,074	102.6%	11,263,730	6.3%
Utility Tax (Gas/Electric)	5,002,000	4,640,956	92.8%	4,354,248	6.6%
Food & Beverage Tax (Gen Fund)	4,571,000	4,280,852	93.7%	4,120,318	3.9%
Local Use Tax	3,011,000	2,641,447	87.7%	2,803,492	-5.8%
Video Gaming Tax	2,536,000	2,377,176	93.7%	2,381,255	-0.2%
State/Local Replacement Tax (Gen Fund)	2,599,000	1,902,453	73.2%	3,243,555	-41.3%
Hotel & Motel Tax	1,324,000	1,257,743	95.0%	1,298,403	-3.1%
Cable TV Tax	1,031,000	830,924	80.6%	943,187	-11.9%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$87.3 million of a \$90.6 million revised budget.

- Overall, the expenses were \$2.9 million under budget, primarily due to vacancy savings in Public Safety (97% of budget) and operational and vacancy savings in Public Works (95% of 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	16,738,866	16,945,863	99%
Developmental Services	4,506,854	4,509,978	100%
Public Safety	56,022,912	58,030,246	97%
Public Works	10,537,621	11,125,913	95%
General Fund Expense	87,325,022	90,612,000	96%

General Fund End of FY Surplus

The final surplus of the General Fund was \$253,000 of revenue over expenses as a result of personnel and expense savings in Public Safety and Public Works..

Investments

City investments include approximately \$54.9 million in US Treasury Bonds and an additional \$17.7 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of pooled cash and the 2022 bond proceeds. The 2022 bond will be divested out of U.S. Treasury Bonds in 2024 and 2025 as the water capital projects are being completed in 2024 and 2025 as intended with the 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 2025.

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

Debt

Total debt at the start of FY2024 consists of General Obligation (GO) bonds (\$118.7 million), promissory notes or bank loans (\$14.3 million), and Illinois Environmental Protection Agency (IEPA) construction loans (\$22.3 million). Portions of this debt outstanding at the start of FY2024 are obligated to the General Fund, Water Fund, Sewer Fund, and Stormwater Fund.

- Total General Fund debt is \$26.0 million of GO bonds and bank loans for vehicles.
- Total Water Fund debt is \$110.0 million for GO bonds, a promissory note, and an IEPA loan.
- Total Sewer Fund debt is \$16.6 million for IEPA loans.
- Total Stormwater debt is \$2.7 million for an IEPA loan.

All debt principal and interest payments are covered within the 2024 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

City-Wide Revenue Tracking

City-wide Revenue received during the reporting period is \$19.3 million, with \$248.0 million year-to-date. The total is 88% of the revised revenue budget of \$281.3 million.

Property Tax for FY2024

The levy is \$15,783,290 million, excluding TIF districts. The tax rate is at 1.50910% (which is a decrease from last year) of the EAV of \$1,045,874,256 with another \$18.1 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

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 Decatur Police Officers' and Decatur Firefighters' Pension Funds, 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 FY2024 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.

City-Wide Expenditure Tracking

City-wide expenses during the reporting period were \$25.9 million and \$244 million year-to-date. The total is 80% of the annual revised expense budget of \$306.7 million.

Headcount Staffing Across all Funds

Full-time staffing level is 474 FTEs versus budget of 482 FTEs. There are 16 part-time and temporary employees.

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

The Trust & Agency Fund balance is sequestered in the Decatur Police Officers' and Decatur Firefighters' Pension Funds and are not available for expenditure on other city operations.

Cash balance for the Water Reserve was reduced to \$6.02 million by the purchase of the gravel quarry for a backup water supply.

Fund	Balance	Comment
Federal HOME	\$44,107	Federally approved programs
Federal CDBG	\$844	Community Development Block Grant
State Drug Enforcement	\$423,992	Police programs
Federal Drug Enforcement	\$390,190	Police programs
Building Fund	\$559,542	R&M and capital of Library facility
Public Library	\$1,865,528	Operational fund of Library
Library Capital	\$194,976	Capital Expense requirements and cash reserves
Library Trust	\$47,776	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$2,838,706	Street repairs and maintenance
Motor Fuel Tax	\$4,813,092	Street repairs and maintenance
Community Revitalization	\$760	Revitalization initiatives; Need to reconcile funding for demolition of two schools and YWCA
2018 Project	\$0	General Obligation bond proceeds for construction of new fire stations to be funded from ARP revenue replacement as per Council approval.
Capital Project	\$2,817,604	\$2 million special project reserve is contained in this fund.
Equipment Replacement	\$461,457	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$1,274,403	Debt payments on current debt issues
Fleet Maintenance	\$1,612,887	Repair and maintenance of city vehicle fleet
Risk Management	\$5,172,149	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$961,954	Coverage for healthcare and other benefit expenses.
Public Transit	\$2,145	Operational and capital funding of the transit system
Fiber Optics	\$620,371	City investment in the next phase of a fiber optic network
Storm Water	\$3,796,413	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$15,009,011	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$11,454,168	Balance and ongoing cash flow is sufficient to fund currently defined water projects. The City will spread funding \$6 million of water capital projects over calendar year 2024.
Water Capital	\$3,858,417	Capital projects
Water Reserve	\$6,023,979	Cash reserves for the enterprise funds; purchase of Vulcan Pit at \$6.5 million expected.
2022 Water Bond Fund	\$16,119,773	Bond revenues in FY22
Grant	\$783	Primarily reimbursement grants



Fiscal Period Ending

Dec-24

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: Dec-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	23,848,556.79	6,213,767.56	5,519,438.17	(6,583,712.30)		17,959,173.88	0.00	17,959,173.88	0.00
14	Special Revenue Funds PAYROLL FUND	61,443.00	0.00	0.00	0.00		61,443.00		61,443.00	
16	COMMUNITY GRANT FUND	(48,457.87)	0.00	28,354.08	77,000.00		188.05		188.05	
17	HOME FUND	(391.06)	109,259.04	64,761.40	0.00		44,106.58		44,106.58	
18	CDBG FUND	(135,887.53)	307,588.96	170,857.77	0.00		843.66		843.66	
22	DUATS FUND	142,044.47	18,239.56	43,057.41	0.00		117,226.62		117,226.62	
25	STATE DRUG ENFORCEMENT	449,711.66	8,328.01	10,540.00	(23,508.00)		423,991.67		423,991.67	
26	DUI FINES AND FEES FUND	163,681.49	13,289.19	4,156.86	0.00		172,813.82		172,813.82	
27	POLICE LAB & PROGRAMS	191,853.02	900.69	0.00	0.00		192,753.71		192,753.71	
30	FEDERAL DRUG ENFORCEMENT	392,242.00	164.86	2,216.67	0.00		390,190.19		390,190.19	
34	BUILDING FUND	475,967.99	52,356.10	(31,217.47)	0.00		559,541.56		559,541.56	
35	LIBRARY FUND	2,081,205.75	103,087.36	318,764.97	0.00		1,865,528.14		1,865,528.14	
36	MUNICIPAL BAND FUND	62,014.97	1,296.94	979.46	0.00		62,332.45		62,332.45	
37	FOREIGN FIRE INSURANCE FUND	412,197.96	3,533.58	31,472.83	0.00		384,258.71		384,258.71	
42	LOCAL STREETS & ROADS	2,706,566.66	134,974.07	2,835.00	0.00		2,838,705.73		2,838,705.73	
46	MOTOR FUEL TAX FUND	4,782,606.60	334,512.75	304,027.20	0.00		4,813,092.15		4,813,092.15	
58	LIBRARY CAPITAL	390,501.27	2,162.68	197,687.73	0.00		194,976.22		194,976.22	
59	LIBRARY TRUST FUNDS	47,910.58	2,770.16	2,904.82	0.00		47,775.92		47,775.92	
82	DCDF FUND	0.00	0.00	0.00	0.00		0.00		0.00	
84	COMMUNITY REVITALIZATION	(905,453.69)	7,733.21	336,519.03	1,235,000.00		760.49		760.49	
85	GRANT FUND	(160,203.35)	293,241.42	269,254.86	137,000.00		783.21		783.21	
	Total Special Revenue Funds	11,109,553.92	1,393,438.58	1,757,172.62	1,425,492.00	0.00	12,109,868.88	0.00	12,171,311.88	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	1,571,986.05	1,423.81	1,468,434.00	0.00		104,975.86		104,975.86	
120	CENTRAL TIF	(227,325.37)	0.00	0.00	228,000.00		674.63		674.63	
21	WABASH CROSSING TIF	1,354,880.60	6,284.08	33,255.00	0.00		1,327,909.68		1,327,909.68	
23	EASTGATE TIF FUND	646,534.89	20,966.75	123,153.95	0.00		544,347.69		544,347.69	
24	SOUTHSIDE TIF FUND	311,294.98	1,296.80	0.00	0.00		312,591.78		312,591.78	
28	PINES SHOPPING CENTER TIF	104,549.89	3,164.72	0.00	0.00		107,714.61		107,714.61	
29	GRAND & OAKLAND TIF	291,573.79	6,797.47	0.00	0.00		298,371.26		298,371.26	
	Total TIF & Redevelpmnt Funds	4,053,494.83	39,933.63	1,624,842.95	228,000.00	0.00	2,696,585.51	0.00	2,696,585.51	0.00
40	Capital Funds PEG CAPITAL FUND	47,734.23	213.27	735.98	0.00		47,211.52		47,211.52	
44	2018 PROJECT FUND	0.00	0.00	0.00	0.00		0.00	0.00	0.00	
45	CAPITAL PROJECT FUND	3,276,365.82	16,872.20	475,633.89	0.00		2,817,604.13		2,817,604.13	(181,816.00)
61	EQUIPMENT REPLACEMENT	207,276.19	803,796.83	549,616.52	0.00		461,456.50		461,456.50	
99	AMERICAN RESCUE PLAN	0.00	0.00	0.00	0.00		0.00		0.00	
	Total Capital Funds	3,531,376.24	820,882.30	1,025,986.39	0.00	0.00	3,326,272.15	0.00	3,326,272.15	(181,816.00)

City of Decatur
Treasurer's Cash Report

Month of: Dec-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,261,163.45	13,239.73	0.00	0.00		1,274,403.18		1,274,403.18	0.00
60	Internal Service Funds FLEET MAINTENANCE	1,584,194.90	279,545.85	250,854.09	0.00		1,612,886.66		1,612,886.66	
64	RISK MANAGEMENT	4,901,968.55	329,664.43	59,484.04	0.00		5,172,148.94		5,172,148.94	
65	INSURANCE FUND	1,722,527.66	1,035,058.14	1,795,631.53	0.00		961,954.27		961,954.27	
	Total Internal Service Funds	8,208,691.11	1,644,268.42	2,105,969.66	0.00	0.00	7,746,989.87	0.00	7,746,989.87	0.00
70	Enterprise Funds TRANSIT	(5,409,484.04)	1,723,710.69	1,247,223.41	4,935,141.44		2,144.68		2,144.68	
77	FIBER OPTICS	814,680.38	8,012.44	202,322.32	0.00		620,370.50		620,370.50	
78	STORM WATER	3,716,095.84	183,551.86	103,234.63	0.00		3,796,413.07		3,796,413.07	
79	SEWER FUND	14,634,934.69	715,592.47	341,515.87	0.00		15,009,011.29		15,009,011.29	
80	WATER FUND	11,065,435.94	2,922,023.55	2,510,674.96	(22,617.02)		11,454,167.51		11,454,167.51	
81	WATER CAPITAL	4,316,799.62	178,658.90	637,041.59	0.00		3,858,416.93		3,858,416.93	181,816.00
86	WATER RESERVE	12,500,000.00	0.00	6,476,021.10	0.00		6,023,978.90		6,023,978.90	
88	RECYCLING PROGRAM	166,936.19	79,850.47	64,602.46	0.00		182,184.20		182,184.20	
89	2022 WATER BOND FUND	16,595,786.95	8,692.40	484,706.56	0.00		4,798,406.33	11,321,366.46	16,119,772.79	
	Total Enterprise Funds	58,401,185.57	5,820,092.78	12,067,342.90	4,912,524.42	0.00	45,745,093.41	11,321,366.46	57,066,459.87	181,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	5,186,114.11	172,564.73	870,826.75	1,268.01		4,489,120.10		4,489,120.10	
90	FIRE PENSION INVESTMENTS	101,361,684.30	2,733,504.34	6,787.60	(1,268.01)			104,087,133.03	104,087,133.03	
	TOTAL FIRE PENSION	106,547,798.41	2,906,069.07	877,614.35	0.00	0.00	4,489,120.10	104,087,133.03	108,576,253.13	
91	POLICE PENSION FUND CASH	4,710,105.23	192,765.86	983,041.10	0.00		3,919,829.99		3,919,829.99	
91	POLICE PENSION INVESTMENTS	140,674,416.12	292,923.07	18,155.83	0.00			140,949,183.36	140,949,183.36	
	TOTAL FIRE PENSION	145,384,521.35	485,688.93	1,001,196.93	0.00	0.00	3,919,829.99	140,949,183.36	144,869,013.35	
	Total Trust & Agency Funds	251,932,319.76	3,391,758.00	1,878,811.28	0.00	0.00	8,408,950.09		253,445,266.48	0.00
	Total City Funds	362,346,341.67	19,337,381.00	25,979,563.97	(17,695.88)	0.00	99,267,336.97	11,321,366.46	355,686,462.82	
Memorandum Items										
	Pooled Cash Investments							55,690,238.97	55,690,238.97	
	City Funds ex Trust & Agency	110,414,021.91	15,945,623.00	24,100,752.69	(17,695.88)	0.00	90,858,386.88	67,011,605.43	102,241,196.34	0.00

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

Period Ending: Dec-24

Grant ID	Div	Grant Name	Expiration	State	Federal	Status	Grant Amount
	Executive/Police/Public Works	COMMUNITY VIOLENCE PREVENTION (TURNER)	6/30/2025	X		ACTIVE	1,000,000
	Executive	COMMUNITY VIOLENCE PREVENTION (TURNER) Cont'd	6/30/2025	X		ACTIVE	500,000
	Executive	DCEO 23-203058	7/31/2025	X		ACTIVE	3,000,000
	Executive	DCEO 23-203059	7/31/2025	X		ACTIVE	3,000,000
	Executive	USDA Forest Service Urban and Community Forestry Inflation Reduction Act	2028		X	ACTIVE	750,000
	Executive/Library	EECBG - Equipment Rebate Program	4/1/2025		X	ACTIVE	131,690
C2017	54 Neighborhood Revitalization	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2024		X	ACTIVE	1,262,151
C2018	54 Neighborhood Revitalization	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2025		X	ACTIVE	1,378,744
C2019	54 Neighborhood Revitalization	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2026		X	ACTIVE	1,411,581
C2020	54 Neighborhood Revitalization	B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2027		X	ACTIVE	1,417,995
C2021	54 Neighborhood Revitalization	B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2028		X	ACTIVE	1,420,946
C2022	54 Neighborhood Revitalization	B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2029		X	ACTIVE	1,374,790
C2023	54 Neighborhood Revitalization	B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2030		X	ACTIVE	1,319,714
CCV19	54 Neighborhood Revitalization	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION	9/21/2026		X	ACTIVE	1,292,894
H2016	54 Neighborhood Revitalization	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2024		X	ACTIVE	327,118
H2017	54 Neighborhood Revitalization	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2025		X	ACTIVE	330,899
H2018	54 Neighborhood Revitalization	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP	9/1/2026		X	ACTIVE	444,741
H2019	54 Neighborhood Revitalization	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2027		X	ACTIVE	425,163
H2020	54 Neighborhood Revitalization	M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2028		X	ACTIVE	431,353
H2021	54 Neighborhood Revitalization	M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2029		X	ACTIVE	413,549
H2022	54 Neighborhood Revitalization	M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2030		X	ACTIVE	497,298
H2023	54 Neighborhood Revitalization	M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2031		X	ACTIVE	466,119
H2024	54 Neighborhood Revitalization	M-24-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2032		X	ACTIVE	372,082
HOME-AR	54 Neighborhood Revitalization	M-21-MP-17-0203 HOME - American Rescue Plan	9/30/2030		X	ACTIVE	1,497,384
HRAP	54 Neighborhood Revitalization	HOME REPAIR & ACCESSIBILITY PROGRAM	9/30/2030	X		ACTIVE	400,000
	54 Planning	BROWNFIELDS COMMUNITY-WIDE ASSESSMENT GRANT	9/30/2028		X	ACTIVE	500,000
	65 Police	2023-25 BVP			X	ACTIVE	29,800
	65 Police	15PBIA-22-GG-02558-JAGX	9/30/2025		X	ACTIVE	36,081
	65 Police	ILETSB RECRUITMENT AND RETENTION GRANT	6/30/2025	X		ACTIVE	100,000
	65 Police	15PBIA-23-GG-03383-JAGX	9/30/2026		X	ACTIVE	42,876
	65 Police	BJA FY24 JAG LOCAL Opportunity: O-BJA-2024-172239 F	9/30/2027		X	SUBMITTED	58,510
	66 Police	2024-25 IDOT Step		X		ACTIVE	54,448
	67 Police	2024-26 BVP			X	ACTIVE	20,493
	65 Police	ILETSB RECRUITMENT AND RETENTION GRANT	6/30/2027	X		SUBMITTED	300,000
9334	82 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X		ACTIVE	2,006,014
9335	82 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X	ACTIVE	44,000,000
9336	82 Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	2025	X		ACTIVE	19,950,000
1406	82 Public Works	15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY)			X	ACTIVE	250,000
1706	82 Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES			X	ACTIVE	2,000,000
1805	82 Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH	2023		X	ACTIVE	800,000
	82 Public Works	FRA CRISI			X	ACTIVE	2,000,000
	82 Public Works	FRA CRE			X	ACTIVE	16,000,000
	82 Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION		X		ACTIVE	1,500,000
	82 Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025	X		ACTIVE	6,000,000
	82 Public Works	Lead Service Line Inventory	11/1/2024	X		ACTIVE	50,000
	82 Public Works	Public Water System Energy Efficiency Program	8/31/2026		X	SUBMITTED	500,000
	82 Public Works	Pride of the Prairie Food Waste Composting Plan	9/30/2025	X		ACTIVE	59,362
	82 Public Works	RCPP Project Lake Decatur Water Quality Initiative	4/12/2028		X	ACTIVE	2,314,935
	82 Public Works	Regional Site Readiness Program-Capital Ready	5/30/2026	X		SUBMITTED	2,918,000
	82 Public Works	Regional Site Readiness Program-Planning	12/31/2025	X		SUBMITTED	149,500
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-23-1257-ILL	11/30/2028	X		ACTIVE	3,750,000
700	Mass Transit	CAP-23-1529-ILL	11/30/2028	X		ACTIVE	290,000
700	Mass Transit	CAP-23-1528-ILL	11/30/2028		X	ACTIVE	1,850,000
SC20	700 Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12/31/2025		X	ACTIVE	1,140,000
	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	9/30/2027		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	3/30/2029			ACTIVE	16,800,000
	700 Mass Transit	FHWA 693JJ32440404 CFDA 20.939	3/30/2029		X	ACTIVE	300,000
	700 Mass Transit	Thriving Communities	3/30/2025		X	ACTIVE	
	700 Mass Transit	1274-2024-2	3/30/2029		X	ACTIVE	2,500,000
	700 Mass Transit	OP-25-47-IL Operating Grant	6/30/2028	X		ACTIVE	13,379,000
	700 Mass Transit	1274-2024-3	3/31/2028		X	ACTIVE	3,454,838
	700 Mass Transit	FY2022 CVP	6/30/2028	X		ACTIVE	796,000
	700 Mass Transit	FY24 IDOT SPF-Planning Grant for Intercity Bus & Rail		X		ACTIVE	220,000
	700 Mass Transit	24-DG-11094200-324	8/28/2029			ACTIVE	750,000
	700 Mass Transit	CFSA:532-10-3234 IL EPA CEJA	6/30/2030	X		ACTIVE	1,000,000
Total							192,476,791
Active							191,683,897

Treasurer's Investment Report

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Month of : December 24

Investment Instrument	Expect	Maturity	Coupon	Yield at	Par Value	Cost	Market	CP Interest	YTD Interest	BTD Interest	CP Accrual
	Int Income	Date	Rate	Purchase	Amount		Value	Received	Received 2024	Received	Balance
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	-	-	-	-	6,562.50	20,919.21	0.00
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	-	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	-	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.320%	-	-	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	-	-	-	-	17,250.00	25,760.87	0.00
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	5.400%	-	-	-	-	-	-	-
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	-	-	-	-	13,125.00	22,622.29	0.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	-	-	-	-	-	-	-
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	5.510%	-	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	-	-	-	-	14,062.50	21,676.44	0.00
US Treasury Bill Zero	Jan-July	01/09/24	0.01790%	5.530%	-	-	-	-	8,869.85	8,869.85	0.00
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	-	-	-	-	781.25	1,268.99	0.00
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	-	-	-	-	781.25	1,402.80	0.00
US Treasury Bill Zero	Mar - Sep	03/07/24	0.02670%	5.490%	-	-	-	-	26,671.99	26,671.99	0.00
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	-	-	-	-	1,562.50	3,048.59	0.00
US Treasury Bill Zero	Mar - Sep	03/28/24	1.32000%	5.380%	-	-	-	-	26,098.00	26,098.00	0.00
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	-	-	-	-	12,500.00	27,555.25	0.00
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	-	-	-	-	1,562.50	2,989.13	0.00
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	-	-	-	-	15,625.00	37,087.91	0.00
US Treasury Bill Zero	Jun-Dec	06/27/24	2.60000%	5.260%	-	-	-	-	101,500.78	101,500.78	0.00
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	-	-	-	-	4,687.50	6,150.71	0.00
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	-	-	-	-	15,625.00	22,418.49	0.00
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	-	-	-	-	7,812.50	12,190.93	0.00
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	-	-	-	-	42,937.50	47,219.80	0.00
US Treasury Bond	May - Nov	11/15/24	0.75000%	5.160%	-	-	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/24	1.50000%	5.180%	-	-	-	13,162.50	24,583.20	24,355.54	0.00
US Treasury Bond	May - Nov	11/30/24	1.50000%	4.910%	-	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	-	-	-	31,250.00	62,500.00	69,687.70	0.00
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	4.860%	-	-	-	-	-	-	-
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	2,882,778.12	3,001,544.25	-	23,895.68	28,285.35	15,617.02
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.820%	505,000.00	-	-	-	-	-	-
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.810%	1,250,000.00	-	-	-	-	-	-
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,245,625.00	-	18,750.00	26,208.56	7,082.20
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,243,700.00	-	21,875.00	32,277.51	6,526.24
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,808,684.50	-	9,125.00	13,687.50	2,331.38
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,234,137.50	-	4,687.50	7,057.15	802.84
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	983,770.00	1,250.00	2,500.00	3,901.10	219.78
US Treasury Bond	Jun-Dec	06/30/25	0.25000%	4.600%	1,200,000.00	1,155,843.75	1,177,044.00	1,500.00	1,116.85	1,116.85	8.29
US Treasury Bond	Jan-July	07/31/25	0.25000%	4.550%	1,200,000.00	1,152,234.38	1,172,712.00	-	(130.43)	(130.43)	1,255.44
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	5.090%	1,250,000.00	1,138,867.19	1,213,662.50	-	3,125.00	2,979.85	798.43
US Treasury Bond	May - Nov	11/30/25	0.37500%	4.380%	2,200,000.00	2,090,773.44	2,124,452.00	4,125.00	2,389.35	2,389.35	725.27
US Treasury Bond	Jan-July	01/31/26	0.37500%	4.600%	1,250,000.00	1,152,929.69	1,199,387.50	-	2,073.32	2,073.32	1,961.61
US Treasury Bond	Feb - Aug	02/15/26	1.62500%	4.530%	1,025,000.00	970,306.64	995,715.75	-	7,321.43	7,321.43	6,291.36
US Treasury Bond	Feb - Aug	02/28/26	0.50000%	4.730%	1,250,000.00	1,152,539.06	1,197,587.50	-	2,819.29	2,819.29	2,123.63
US Treasury Bond	Mar - Sep	03/31/26	0.75000%	4.570%	2,000,000.00	1,855,000.00	1,915,680.00	-	7,622.95	7,622.95	3,832.42
US Treasury Bond	Apr-Oct	04/30/26	0.75000%	4.760%	1,250,000.00	1,157,421.88	1,193,937.50	-	4,279.89	4,279.89	1,605.66
US Treasury Bond	Apr-Oct	04/30/26	2.37500%	4.970%	1,250,000.00	1,188,916.01	1,219,712.50	-	14,843.75	14,843.75	5,084.60
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.930%	1,250,000.00	1,151,562.50	10,000,410.00	39,375.00	35,092.21	35,092.21	6,923.07
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.700%	5,250,000.00	4,868,759.77	-	-	-	-	-
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.730%	4,000,000.00	3,709,531.25	-	-	-	-	-
US Treasury Bond	Jan-July	06/30/26	1.87500%	4.430%	1,250,000.00	1,190,673.83	1,207,575.00	11,718.75	10,699.73	10,699.73	64.75
US Treasury Bond	Feb - Aug	08/15/26	1.50000%	3.910%	1,250,000.00	4,561,708.99	4,547,080.00	-	(5,726.90)	(5,726.90)	26,912.36
US Treasury Bond	Feb - Aug	08/15/26	1.50000%	3.570%	3,500,000.00	-	-	-	-	-	-
US Treasury Bond	Mar - Sep	09/30/26	0.87500%	3.950%	1,250,000.00	1,178,320.30	1,179,612.50	-	(480.77)	(480.77)	2,794.48
US Treasury Bond	Apr-Oct	10/31/26	1.12500%	4.280%	5,725,000.00	8,212,576.18	8,248,091.50	-	(3,855.14)	(3,855.14)	16,811.33
US Treasury Bond	Apr-Oct	10/31/26	1.12500%	4.270%	3,000,000.00	-	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/26	1.50000%	-	8,010,000.00	7,563,092.58	7,572,814.20	(3,830.02)	(3,830.02)	(3,830.02)	8,802.19
Federated US Treasury Cash Reserves		Liquid			1,168,776.45	1,168,776.45	1,291,938.92	6,780.91	144,203.88	-	4,588.12
Total Investment(s)					59,108,776.45	55,690,238.97	56,974,874.62	105,332.14	707,496.39	698,127.80	123,162.47

Journal Entry							
Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	-	(10,767.09)	(10,881.23)	(11,013.59)	(11,218.61)	-	(43,880.52)
Gain/Loss from sale of bond	293,677.72	159,521.49	354,287.11	375,292.96	599,955.07	-	1,377,169.91
Interest (Income)	105,332.14	179,770.14	270,116.93	115,040.97	173,557.93	-	707,496.39
	399,009.86	328,524.54	613,522.81	479,320.34	762,294.39	-	2,040,785.78

Treasurer's Investment Report

Month of : December 24

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 2024	BTD Interest Received	CP Accrual Balance
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	-	-	-	-	11,625.00	23,574.05	0.00
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	-	-	-	-	-	-	-
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	-	-	-	-	2,500.00	4,782.61	0.00
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	-	-	-	-	6,562.50	12,863.72	0.00
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	-	-	-	-	-	-	-
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.210%	-	-	-	-	4,750.00	9,148.10	0.00
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.250%	-	-	-	-	-	-	-
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	-	-	-	-	5,000.00	9,330.60	0.00
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.330%	-	-	-	-	-	-	-
United States Treasury Note/Bond .375% 15 July 2024	Jan-Jul	7/15/2024	0.375%	5.340%	-	-	-	-	7,500.00	7,377.72	0.00
United States Treasury Note/Bond 2.375% 15 Aug 2024	Feb-Aug	8/15/2024	2.375%	5.360%	-	-	-	-	47,500.00	46,338.32	0.00
US Treasury Bill Zero	Apr-Oct	10/10/2024	1.265%	5.330%	-	-	-	-	37,209.33	37,209.33	0.00
US Treasury Bill Zero	Jan-Jul	1/9/2025	2.513%	5.180%	3,000,000.00	2,926,455.02	2,926,455.02	-	-	-	71,084.98
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/30/2025	0.250%	4.890%	3,000,000.00	2,871,328.13	2,942,610.00	3,750.00	3,423.91	3,423.91	20.70
US Treasury Bill Zero	Feb-Aug	2/13/2025	2.479%	5.040%	2,000,000.00	1,951,612.67	1,951,612.67	-	-	-	38,487.33
United States Treasury Note/Bond .875% 30 Sep 2026	Mar-Sep	9/30/2026	0.875%	3.960%	3,000,000.00	2,826,328.12	2,826,328.12	-	(793.27)	(793.27)	6,706.80
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					745,642.52	745,642.52	864,747.64	2,818.69	279,823.30	-	2,805.31
Total Investment(s)					11,745,642.52	11,321,366.46	11,511,753.45	6,568.69	405,100.77	153,255.09	119,105.12
GRAND TOTALS:					70,854,418.97	67,011,605.43	68,486,628.07	111,900.83	1,112,597.16	851,382.89	242,267.59

Water Capital Bond		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked	
Fees		-	(4,224.94)	(4,277.22)	(3,517.43)	(2,275.65)	-	(14,295.24)	
Gain/Loss from sale of bond			198,308.59	506,632.80	150,000.00		-	854,941.37	
Interest (Income)		6,568.69	81,943.92	94,566.21	153,836.25	74,754.39	-	405,100.77	405,100.77
		6,568.69	276,027.57	596,921.79	300,318.82	72,478.74	-	1,245,746.90	

*Coupon rate for Treasury Bill Zero is the difference between Par Value and Cost divided by Cost

City of Decatur
Water Bond Issue - 2022 Bond Fund 89

[home](#)

Month of: Dec-24

Bond Issuance	2022
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description	Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds
Debt Issue	GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects

Project The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the city's water and sewer utilities. The initial \$133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant clarifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	transfer to water fund 80 for debt service			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insurance Costs				378,149	-	-	-	-	-	-	-	-	-
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	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 Insurance 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	

Actual Bond Spend Activity in Fiscal year 2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	23,902,474	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316	18,179,847	17,734,794	16,749,077	16,578,171	16,612,437	16,595,787	
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	22,273	42,695	22,538	31,828	24,924	40,445	53,327	69,440	31,359	68,020	5,700	8,692	421,242
Gain/Loss on Investments	117,215	-	81,094	146,133	175,500	185,000	93,906	56,094	-	-	-	-	854,941
Expenditures													
Transfers	-	-	-	5,600,000	-	-	-	-	-	-	-	-	5,600,000
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	4,225	-	-	4,277	-	-	-	3,517	-	2,276	-	-	14,295
Water/Sewer improvements	17,099	18,744	36,548	12,247	905,218	13,914	592,286	1,107,734	202,265	31,478	22,350	484,707	3,444,589
Total Expenditures	21,324	18,744	36,548	5,616,524	905,218	13,914	592,286	1,111,251	202,265	33,754	22,350	484,707	9,058,884
Ending cash available	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316	18,179,847	17,734,794	16,749,077	16,578,171	16,612,437	16,595,787	16,119,773	

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

Period Ending: Dec-24

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	5,682,880	6,302,363	6,069,391	6,080,698	7,837,739	6,094,920	13,265,790	6,498,969	7,159,107	9,942,507	6,430,776	6,213,768	87,578,907	
Budget Projection	6,763,498	6,619,210	6,225,333	6,586,116	7,202,418	6,020,769	13,086,616	7,052,162	6,679,333	10,773,614	7,116,219	6,056,949	90,182,238	90,420,400
Vs budget in month	(1,080,618)	(316,847)	(155,942)	(505,419)	635,321	74,151	179,174	(553,194)	479,774	(831,107)	(685,443)	156,819		
Vs budget to date	(1,080,618)	(1,397,466)	(1,553,408)	(2,058,827)	(1,423,505)	(1,349,354)	(1,170,180)	(1,723,374)	(1,243,600)	(2,074,707)	(2,760,150)	(2,603,331)	(2,603,331)	
EXPENSE														
Personnel Expense														
Actual	3,793,357	5,535,667	3,750,914	3,852,594	3,882,559	3,867,469	10,351,911	5,738,100	5,291,484	7,222,563	4,160,410	3,859,203	61,306,229	
Budget Projection	3,960,109	5,695,291	3,960,109	4,132,140	3,960,109	3,960,109	10,207,073	6,504,274	4,684,570	7,758,842	4,573,721	3,514,004	62,910,352	62,910,352
Vs budget in month	(166,752)	(159,625)	(209,196)	(279,546)	(77,551)	(92,640)	144,839	(766,174)	606,914	(536,279)	(413,311)	345,198		70%
Vs budget to date	(166,752)	(326,376)	(535,572)	(815,119)	(892,669)	(985,310)	(840,471)	(1,606,645)	(999,731)	(1,536,011)	(1,949,321)	(1,604,123)	(1,604,123)	of GF Expense
Operating Expense														
Actual	1,855,085	3,106,574	1,713,580	2,279,678	1,552,188	1,022,572	6,302,745	1,724,515	1,518,176	1,962,689	1,320,773	1,660,236	26,018,812	
Budget Projection	2,137,853	1,233,053	2,230,356	1,963,985	1,584,677	1,677,410	6,564,888	1,897,723	1,517,604	1,999,759	1,699,707	2,764,633	27,271,648	27,271,648
Vs budget in month	(282,768)	1,873,521	(516,776)	315,693	(32,490)	(654,837)	(262,142)	(173,208)	573	(37,070)	(378,934)	(1,104,397)		30%
Vs budget to date	(282,768)	1,590,752	1,073,976	1,389,669	1,357,179	702,342	440,200	266,992	267,564	230,495	(148,439)	(1,252,837)	(1,252,837)	of GF Expense
TOTAL EXPENSE														
Actual	5,648,443	8,642,241	5,464,494	6,132,271	5,434,746	4,890,041	16,654,657	7,462,615	6,809,660	9,185,252	5,481,183	5,519,438	87,325,041	
Budget Projection	6,097,963	6,928,345	6,190,466	6,096,125	5,544,787	5,637,519	16,771,960	8,401,997	6,202,174	9,758,601	6,273,427	6,278,637	90,182,000	90,182,000
Vs budget in month	(449,520)	1,713,896	(725,972)	36,146	(110,041)	(747,478)	(117,303)	(939,382)	607,486	(573,349)	(792,244)	(759,199)		
Vs budget to date	(449,520)	1,264,376	538,404	574,550	464,510	(282,968)	(400,271)	(1,339,653)	(732,167)	(1,305,516)	(2,097,760)	(2,856,959)	(2,856,959)	
Surplus / (Deficit)														
Actual	34,437	(2,339,878)	604,897	(51,573)	2,402,993	1,204,879	(3,388,867)	(963,646)	349,447	757,255	949,593	694,329	253,866	
Budget Projection	665,535	(309,135)	34,868	489,992	1,657,631	383,251	(3,685,345)	(1,349,834)	477,159	1,015,012	842,791	(221,688)	238	238,400
Vs budget in month	(631,098)	(2,030,743)	570,029	(541,565)	745,362	821,628	296,478	386,188	(127,713)	(257,757)	106,801	916,018		
Vs budget to date	(631,098)	(2,661,841)	(2,091,812)	(2,633,377)	(1,888,015)	(1,066,387)	(769,909)	(383,721)	(511,433)	(769,191)	(662,389)	253,628	253,628	
Beginning Cash Balance														
Balance Sheet Adjustments	315,129	(32,184)	(843)	434,234	21,906	101,672	(54,672)	42,991	10,389	45,398	33,830	(6,583,712)		
Ending Cash Balance	23,720,736	21,348,674	21,952,729	22,335,389	24,760,288	26,066,839	22,623,300	21,702,645	22,062,481	22,865,134	23,848,557	17,959,174		

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-24

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																	
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	6,578,949	225,314	1,387,459	3,271,624	410,513	-	11,873,859	12,342,429	96%
301106	MOBILE HOME PRIVELEGE TAX	10							-			-	-	-	-	14,000	0%
301201	STATE SALES TAX	10	1,154,986	1,212,047	1,347,918	1,112,676	1,052,789	1,225,666	1,163,113	1,259,557	1,192,779	1,187,987	1,238,023	1,136,934	14,284,475	14,498,000	99%
301202	TELEPHONE UTILITY TAX	10	97,646	91,030	93,389	91,487	92,439	95,386	93,218	93,093	92,082	77,029	129,856	93,709	1,140,364	1,217,000	94%
301203	FOOD & BEVERAGE TAX	10	365,811	304,849	325,079	369,792	351,781	383,528	394,950	359,532	367,354	364,350	344,322	349,503	4,280,852	4,571,000	94%
301204	HOTEL AND MOTEL TAX	10	69,918	70,454	64,019	106,694	120,452	132,888	117,509	117,815	120,172	120,933	113,553	103,337	1,257,743	1,324,000	95%
301205	LOCAL SALES TAX	10	1,093,556	1,183,212	1,261,394	1,037,938	976,409	1,137,462	1,111,286	1,241,196	1,150,401	1,131,086	1,193,306	1,115,889	13,633,134	13,772,000	99%
301206	AVIATION FUEL TAX	10	3,135	3,120	2,735	2,242	2,109	2,610	2,894	2,929	2,143	1,763	1,632	1,727	29,039	8,000	363%
301207	LOCAL USE TAX	10	241,131	251,921	292,406	174,994	196,738	238,999	212,527	205,092	197,869	203,331	197,505	228,936	2,641,447	3,011,000	88%
301208	AUTO RENTAL TAX	10	4,780	4,614	4,809	3,956	3,871	4,622	4,493	5,178	4,835	5,768	5,038	4,732	56,696	67,000	85%
301209	UTILITY TAX - ELECTRIC & GAS	10	-	410,027	491,881	848,133	379,750	317,704	374,376	354,321	372,023	376,713	339,887	376,140	4,640,956	5,002,000	93%
301210	VIDEO GAMING TAX	10	186,224	196,329	170,364	196,168	226,183	213,948	206,141	188,197	198,173	200,227	193,432	201,789	2,377,176	2,536,000	94%
301212	STREAMING TAX	10	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	0%
301302	CABLE TV TAX	10	10,413	210,193	-	-	-	-	-	195,602	-	-	-	200,878	-	1,031,000	81%
Sub Total			3,227,600	3,937,795	4,053,991	3,953,752	3,606,686	3,752,812	10,259,455	4,247,828	5,085,290	6,940,812	4,367,946	3,612,697	57,046,664	59,593,429	96%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	1,459	-	16,318	7,306	1,855	-	1,660	310	-	-	1,266	15,709	45,881	75,000	61%
302104	STATE REPLACEMENT TAX	10	315,936	-	186,308	166,175	401,745	-	359,465	67,047	-	274,131	-	85,764	1,856,571	2,524,000	74%
302105	STATE INCOME TAX	10	1,124,788	1,064,296	691,752	1,092,150	1,887,248	808,845	1,176,708	786,227	617,227	1,318,007	791,201	617,625	11,976,074	11,675,000	103%
302106	FEDERAL GRANTS	10	30,233	1,725	-	-	337,061	1,950	-	-	-	-	2,680	-	373,649	625,000	60%
302107	STATE GRANTS OR OTHER	10	-	-	443	-	17,950	-	53,266	50,000	34,099	-	-	-	155,758	169,000	153%
302114	POLICE OT REIMBURSEMENTS	10	334	9,248	5,301	459	4,775	6,853	1,033	3,150	10,371	558	38,495	4,038	84,617	87,000	1%
302121	CANNABIS TAX	10	8,898	9,891	9,955	10,575	10,137	9,212	9,391	9,329	8,683	9,006	8,669	8,848	112,593	102,000	1%
302126	OPIOID TREATMENT FUNDING	10	-	-	-	-	(10,638)	-	-	-	-	-	-	-	-	-	0%
Sub Total			1,481,648	1,085,160	910,077	1,287,302	2,650,133	826,860	1,601,522	916,063	670,380	1,601,704	842,311	731,984	14,605,144	15,257,000	96%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096	2,113,152	2,687,052	79%
303608	RISK & EE BENEFIT SERVICES	10	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353	256,236	256,236	100%
303621	ADMIN SERVICES	10	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067	2,496,804	2,496,804	100%
303622	PUBLIC WORKS SERVICES	10	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750	1,641,000	1,641,000	100%
303626	BLDG INSPECTION SERVICES	10	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513	126,156	126,156	100%
303628	SEWER FUND-EPA	10	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425	401,100	401,097	100%
306700	IT SERVICES	10	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189	350,268	350,261	100%
306707	CDBG PERSONNEL/EXP REIMB	10	2,272	84,303	16,106	73,396	22,757	2,272	19,685	8,014	24,354	2,272	25,081	19,112	299,625	430,500	70%
306751	HOME PERSONNEL/EXP REIMB	10	-	3,992	657	5,302	4,001	-	3,640	437	7,061	-	15,825	11,294	52,210	52,500	99%
306753	DUATS PERSONNEL/EXP REIMB	10	12,744	17,725	-	-	-	-	-	-	40,859	-	-	-	71,328	183,000	39%
306762	TRANSFER FROM COM. GRANTS	10	-	21,505	5,363	27,858	15,159	-	25,030	9,872	43,223	-	29,007	16,740	193,757	226,800	85%
Sub Total			630,409	742,919	637,519	721,949	657,310	617,665	663,748	633,716	730,891	617,665	685,306	662,539	8,001,636	8,851,406	90%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	305	1,565	690	940	1,240	1,130	905	820	902	1,215	1,078	1,050	11,840	11,000	108%
304302	GARBAGE HAULERS	10	800	-	-	-	-	-	-	-	-	-	1,800	18,640	21,240	17,000	125%
304303	CONTRACTOR LICENSES	10	5,875	2,350	1,350	801	900	650	700	1,300	1,250	3,075	3,525	8,200	29,976	28,000	107%
304304	LIQUOR LICENSES	10	2,556	2,547	250	-	266,825	332,910	2,209	2,765	2,035	3,291	3,607	-	618,996	513,000	121%
304307	OTHER LICENSES	10	9,085	3,040	9,915	1,393	3,953	2,040	2,282	2,020	1,401	5,376	151,262	57,447	249,214	276,000	90%
304401	BUILDING PERMITS	10	19,848	78,183	73,999	70,720	173,428	190,167	76,432	109,931	108,165	306,759	33,753	283,863	1,525,249	750,000	203%
304403	STORAGE UNIT FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	0%
304404	BUSINESS LICENSE FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	0%
Sub Total			38,469	87,685	86,204	73,854	446,346	526,897	82,528	116,836	113,753	319,716	195,025	369,200	2,456,514	1,795,000	137%

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-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301 ON STREET PARKING	10		2,448	261	217	639	113	397	545	2,886	3,899	1,243	223	332	13,204	5,000	264%
303302 PARKING LOT 1	10		1,278	653	1,031	1,962	676	1,325	1,698	1,362	1,046	1,325	1,368	1,657	15,380	16,000	96%
303306 PARKING LOT 10	10		1,055	167	371	532	185	553	461	345	345	468	477	505	5,465	7,000	78%
303308 GARAGE C	10		6,555	1,405	720	1,602	1,960	1,780	1,220	10,340	1,751	1,775	195	2,100	31,403	39,000	81%
303310 RESIDENTIAL PARKING	10		480	-	900	120	60	60	60	60	-	120	-	120	1,980	5,000	40%
303312 DOWNTOWN EMPL PARKING PERMITS	10		1,561	1,523	1,325	2,133	1,650	1,559	1,844	1,284	1,383	1,515	1,450	2,470	19,694	19,000	104%
304490 ADMIN COURT FINES	10		5,004	5,219	4,838	4,735	6,312	11,877	9,182	8,698	7,469	4,188	4,779	4,541	76,843	64,000	120%
305500 ADMINISTRATIVE COURT FEES	10		3,110	2,010	3,246	2,312	2,397	5,050	6,067	4,674	3,761	3,162	3,723	3,150	42,661	38,000	112%
305501 COURT FINES	10		11,468	13,982	14,076	14,805	12,934	16,547	8,709	11,716	13,214	13,529	12,562	8,495	152,036	200,000	76%
305502 BOOT FEE	10		35	70	140	-	-	140	70	175	105	175	105	105	1,120	3,000	37%
305503 WEED CUTTING FEES	10		4,779	2,761	2,197	2,824	4,974	2,552	5,009	4,607	2,577	1,272	4,147	2,176	39,875	56,000	71%
305505 ILLEGAL USE OF VEHICLE	10		26,350	29,025	25,710	20,500	30,500	28,750	33,500	26,000	24,000	20,600	21,750	33,150	319,835	487,000	66%
305506 OVERTIME PARKING FEES	10		6,120	4,047	4,850	4,199	3,808	7,046	6,154	7,094	7,200	9,419	7,026	7,708	74,673	92,000	81%
305507 VARIANCE AND ZONING	10		150	150	175	1,210	465	400	670	120	140	790	670	-	4,940	1,000	494%
305513 OTHER FINES AND FEES	10		7,989	7,595	5,450	6,890	5,696	10,318	7,582	8,699	15,359	14,314	9,189	8,170	107,251	87,000	123%
305516 PET CITATIONS	10		2,265	2,674	6,723	3,986	6,116	6,439	5,864	4,611	4,079	4,551	2,320	4,194	53,822	55,000	98%
305520 TRASH & CLEAN UP FINES	10		14,668	9,011	6,675	5,933	9,339	12,948	13,086	9,587	4,836	9,941	7,695	8,205	111,925	68,000	165%
305522 BACKGROUND CHECK FEES	10						60	500	290	360	1,160	240	760	1,600	4,970	-	-
Sub Total			95,316	80,552	78,644	74,381	87,246	108,242	102,012	102,617	92,323	88,626	78,440	88,678	1,077,076	1,242,000	87%
INVESTMENT																	
307101 INTEREST INCOME	10		19,600	10,243	20,527	16,439	17,006	16,944	19,757	16,737	15,331	16,324	14,748	13,819	197,474	450,000	44%
307102 POOLED INTEREST	10		-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141 INVESTMENT INCOME	10		34,871	21,541	30,390	14,655	37,328	85,064	21,352	41,257	57,392	21,211	71,560	108,451	545,072	4,000	13627%
Sub Total	10		54,471	31,784	50,918	31,094	54,334	102,008	41,108	57,994	72,722	37,535	86,307	122,270	742,546	455,500	163%
GENERAL GOV OTHER INCOME																	
303413 AMEREN FRANCHISE PAYMENTS	10		76,759	-	76,759	-	230,278	76,759	76,759	-	76,759	76,759	76,759	76,759	844,353	921,000	92%
303415 PROFESSIONAL STANDARDS	10		-	1,010	-	-	-	-	-	-	-	-	3,874	-	4,884	3,400	144%
303510 ELECTRIC AGGREGATION ADMIN	10		-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
308801 RENTAL OF CITY PROPERTY	10		567	567	567	-	567	-	-	1,725	-	-	-	-	3,993	-	-
308803 SALE OF OTHER PROPERTY	10		-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807 DEMOLITION PAYMENTS	10		-	-	-	-	-	-	-	-	-	-	-	-	-	83,000	0%
308810 DAMAGE TO CITY PROPERTY	10		10	10	10	38,530	10	9,833	8,753	1,524	510	42,691	4,963	510	107,354	43,000	250%
308814 INVENTORY REIMBURSEMENTS	10		-	853	-	-	2,097	-	0	1,111	-	-	930	-	4,991	-	-
308817 NOISE ORDINANCE FINES	10		-	-	390	-	-	-	-	-	-	-	-	-	390	3,000	13%
308890 REIMBURSEMENT OF EXPENSE	10		88	25	9,538	-	109	-	891	-	46	-	430	592	11,719	5,000	234%
308898 BANK RECONCILIATION ADJ	10		(0)	-	-	(305)	(31)	(579)	0	-	(0)	181	(182)	1	(917)	9,000	-10%
308899 MISCELLANEOUS INCOME	10		4,513	251,160	12,052	(157,962)	(55,884)	3,085	90,747	84,256	(50,219)	4,099	18,871	498,673	703,391	107,265	656%
Sub Total	10		81,938	253,624	99,316	(119,737)	177,146	89,098	177,151	88,616	27,096	123,730	105,645	576,535	1,680,159	1,209,665	139%
PUBLIC SAFETY INTERGOVERNMENT																	
302403 FIRE TRAINING REIMBURSEMENT	10		-	-	-	199	-	-	39,823	-	-	-	1,700	9,104	50,826	61,000	83%
302404 POLICE TRAINING REIMBURSEMENT	10		-	-	66,600	-	29,600	-	-	-	-	-	-	-	96,200	187,000	-
Sub Total	10		-	-	66,600	199	29,600	-	39,823	-	-	-	1,700	9,104	147,026	248,000	59%
PUBLIC SAFETY TRANSFER																	
303405 SCHOOL DISTRICT REIMB	10		-	-	-	-	-	-	-	257,876	257,876	-	-	-	515,752	504,000	102%
310010 FIRE PROGRAMS	10		660	-	120	580	18,160	75	240	160	200	200	1,660	440	22,495	20,000	112%
Sub Total			660	-	120	580	18,160	75	240	258,036	258,076	200	1,660	440	538,247	524,000	103%
PUBLIC SAFETY FINES & FEES																	
305512 FIRE & BURGLAR ALARMS	10		2,600	900	-	-	200	100	10,200	100	700	500	300	100	15,700	17,000	92%
305514 POLICE RECORDS	10		2,145	1,080	1,915	539	1,109	795	844	588	1,419	292	1,587	1,536	13,849	23,000	60%
308800 PUBLIC SAFETY LIFT ASSIST FEES	10		-	-	283	-	-	500	4,500	2,000	1,000	500	1,000	1,000	10,783	30,000	36%
Sub Total			4,745	1,980	2,198	539	1,309	1,395	15,544	2,688	3,119	1,292	2,887	2,636	40,331	70,000	58%
PROPERTY TAX ROAD & BRIDGE																	
301102 ROAD & BRIDGE TAX	10		-	-	-	-	-	-	240,401	6,682	56,123	116,262	7,376	-	426,844	430,000	99%
Sub Total			-	-	-	-	-	-	240,401	6,682	56,123	116,262	7,376	-	426,844	430,000	99%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401 STATE ROUTE MAINTENANCE	10		37,030	-	-	-	37,030	-	-	-	-	-	-	-	74,059	131,000	57%
Sub Total			37,030	-	-	-	37,030	-	-	-	-	-	-	-	74,059	131,000	57%
303601 MFT REIMB-MSC/TRAF SIGNAL	10		30,594	29,597	46,706	37,649	58,009	33,036	33,036	58,703	34,576	70,808	40,284	29,327	502,326	550,000	91%
303606 WATER STREET CUTS	10		-	51,266	37,098	19,137	14,431	36,831	9,222	9,191	14,757	24,158	15,887	8,358	240,336	255,000	94%
Sub Total			30,594	80,864	83,804	56,786	72,439	69,868	42,258	67,894	49,334	94,965	56,171	37,685	742,662	805,000	92%
General Fund Total			5,682,880	6,302,363	6,069,391	6,080,698	7,837,739	6,094,920	13,265,790	6,498,969	7,159,107	9,942,507	6,430,776	6,213,768	87,578,907	90,612,000	97%

City of Decatur
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Period Ending: Dec-24

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
Other Funds																	
COMMUNITY GRANT	16		-	-	-	-	-	8,108	15,758	13,131	-	-	-	-	36,997	737,000	5%
HOME PROGRAM	17		874	2,985	3,002	6,074	4,788	795	4,529	1,113	168,239	1,615	296	109,259	303,568	2,603,645	12%
CDBG	18		216	112,808	401,489	110,514	24,455	21,575	137,033	14,436	95,376	31,222	27,491	307,589	1,284,204	4,526,030	28%
OLDE TOWNE TIF	19		942	566	1,006	780	792	1,634	718,362	19,179	281,507	287,450	107,552	1,424	1,421,194	1,168,272	122%
WABASH CROSSING TIF	21		3,248	1,825	2,729	1,614	2,972	5,276	21,126	3,351	8,550	13,737	10,927	6,284	81,638	383,000	21%
DUATS	22		33,764	73,946	125	83	133	150	52	38,121	224,751	179	388	18,240	389,930	425,750	92%
EASTGATE TIF	23		19,323	19,107	19,443	19,190	19,395	20,021	112,646	19,799	46,572	51,262	42,726	20,967	410,451	379,900	108%
SOUTHSIDE TIF	24		477	261	486	285	479	909	64,207	671	842	12,989	1,076	1,297	83,979	56,700	148%
STATE DRUG ENFORCEMENT	25		287	6,526	22,467	239	345	35,086	1,651	19,545	8,293	15,108	828	8,328	118,701	103,700	114%
DUI COURT FINES	26		4,187	3,089	5,812	4,377	4,230	4,939	37,775	4,267	3,485	1,981	5,356	13,289	92,787	107,600	86%
POLICE PROGRAMS/LAB	27		551	211	484	232	483	747	300	528	595	287	681	901	6,000	3,550	169%
PINES SHOPPING CENTER TIF	28		3,278	3,188	3,297	3,080	3,080	3,080	46,761	3,268	3,335	46,715	5,500	3,165	127,744	123,200	104%
GRAND & OAKLAND TIF	29		6,316	6,068	6,348	6,010	6,060	6,412	5,986	6,402	82,063	81,193	8,928	6,797	228,585	213,000	107%
FEDERAL DRUG ENFORCEMENT	30		265	90	296	238	230	202	5,553	223	30,083	227	186	165	37,757	86,000	44%
BUILDING FUND	34		50,582	67,682	51,281	79,026	50,765	51,873	50,626	50,851	51,242	50,219	51,004	52,356	657,506	671,583	98%
LIBRARY OPERATIONS	35		155,733	49,831	109,764	97,994	178,520	170,639	1,833,663	166,326	410,845	965,361	160,055	103,087	4,401,818	4,841,716	91%
BAND	36		1,173	1,089	1,162	1,106	1,168	1,281	40,377	2,461	9,248	20,534	3,644	1,297	84,538	84,892	100%
FOREIGN FIRE INSURANCE	37		1,092	452	438	446	428	355	1,740	356	344	232,615	605	3,534	242,405	199,880	121%
PEG PROJECTS	40		2,206	9,842	124	2,005	9,549	208	11,279	9,214	176	81	1,352	213	46,247	61,300	75%
LOCAL STREETS & ROADS	42		130,332	157,020	106,685	159,593	151,374	174,515	139,360	164,260	155,617	143,054	138,709	134,974	1,755,494	1,842,500	95%
2018 PROJECT FUND	44		-	-	-	-	-	-	-	-	-	-	-	-	-	204,400	0%
CAPITAL STREET PROJECTS	45		6,723	333,306	8,973	5,403	8,254	18,351	682,487	11,089	13,629	5,949	14,169	16,872	1,125,206	1,185,000	95%
MFT PROJECTS	46		354,835	241,891	263,008	897,934	284,677	270,632	284,268	314,803	683,106	286,697	729,497	334,513	4,945,861	14,542,345	34%
DEBT SERVICE	50		13,159	9,902	109,902	10,666	10,936	12,159	2,232,832	22,166	81,531	171,715	32,805	13,240	2,721,013	2,730,005	100%
LIBRARY CAPITAL	58		1,885	916	1,697	958	1,593	3,200	968	1,384	1,790	801	2,058	2,163	19,411	11,000	176%
LIBRARY TRUST FUNDS	59		147	4,730	380	1,084	791	134	140	84	29	78	504	2,770	10,871	30,000	36%
FLEET MAINTENANCE	60		281,828	276,690	283,015	278,463	289,456	290,167	287,039	284,166	284,144	286,603	269,716	279,546	3,390,833	3,408,945	99%
EQUIPMENT REPLACEMENT	61		3,561	519,806	3,220	24,019	45,365	2,566	1,976,718	7,905	11,228	7,699	3,094	803,797	3,408,978	2,576,811	132%
RISK MANAGEMENT	64		302,969	332,169	317,154	301,805	309,148	318,881	307,376	312,227	316,421	307,846	311,654	329,664	3,767,313	3,566,518	106%
EMPLOYEE BENEFIT	65		1,036,443	1,434,955	1,022,790	1,036,115	1,046,655	1,037,284	1,029,516	1,427,413	1,051,085	1,037,625	1,035,059	1,035,058	13,229,999	14,361,976	92%
PUBLIC TRANSIT	70		1,187,147	429,014	159,245	2,311,558	539,316	716,246	576,151	1,408,651	691,893	571,116	95,369	1,723,711	10,409,418	34,529,292	30%
FIBER OPTICS	77		7,666	6,808	7,169	8,020	7,971	8,014	9,971	6,952	7,833	8,799	6,018	8,012	93,233	109,400	85%
STORMWATER PROJECTS	78		152,072	268,854	162,871	236,893	221,234	159,184	173,291	178,691	163,086	239,145	210,668	183,552	2,349,539	2,345,656	100%
SEWER PROJECTS	79		626,646	688,949	752,119	640,564	716,020	749,443	763,737	794,545	368,144	1,115,567	674,900	715,592	8,606,226	7,787,000	111%
WATER	80		2,712,029	2,690,953	2,718,147	2,945,652	2,893,435	2,856,835	3,262,011	3,167,341	3,042,512	3,289,849	2,960,458	2,922,024	35,461,246	34,840,384	102%
WATER CAPITAL	81		47,241	3,325,388	(2,940,081)	6,617,353	34,840	237,927	26,246	212,506	41,947	26,422	46,776	178,659	7,855,223	12,664,000	62%
DCDF	82		1,718	412	2,635	-	-	-	-	-	-	-	-	-	4,766	-	-
COMMUNITY REVITALIZATION	84		15,866	17,826	209,307	22,916	23,278	15,929	106,297	1,365,152	152,406	26,885	170,315	7,733	2,133,909	1,310,000	163%
GRANTS	85		122,846	46,124	259,262	311,881	50,440	-	-	174,190	589,734	669,183	365,903	293,241	2,882,803	5,353,300	54%
RECYCLING	88		58,906	60,984	62,120	62,885	69,048	62,920	72,588	68,955	62,359	71,017	59,172	79,850	790,805	640,500	123%
WATER BOND FUND	89		139,488	42,695	103,632	177,961	200,424	225,445	147,233	125,534	31,359	68,020	5,700	8,692	1,276,183	564,000	226%
FIRE PENSION	90		173,854	68,629	2,516,844	2,576,849	(2,705,908)	3,150,746	3,516,451	3,894,862	2,919,892	3,927,465	(2,130,720)	2,906,069	20,815,035	14,831,835	140%
POLICE PENSION	91		196,933	(326,077)	2,999,000	3,073,126	(3,114,682)	3,797,803	4,797,381	3,496,503	3,565,525	3,957,882	393,138	485,689	23,322,221	14,228,635	164%
AMERICAN RESCUE PLAN	99		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CENTRAL TIF	120		-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	-
Grand Total Revenues			13,541,687	17,293,873	15,828,237	28,115,687	9,229,274	20,536,593	36,767,271	24,311,591	22,819,920	27,974,700	12,254,331	19,337,381	248,010,545	281,052,220	88%

note	Tax Levy Item	Fund	Net Assessed Value	input	input	Collection Rate	Property Tax Receivable	input	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
				Tax Rate	Tax Levy \$ Amount ordinance			Extension \$ Amount			
	General Obligation Bond Debt	50	1,045,874,256	0.05615%	587,181	99.10%	587,258	587,258	581,973	5,285	587,258
	General Purpose	10	1,045,874,256	0.00000%		99.10%	0	0	0	0	0
	Fire Pension	10	1,045,874,256	0.58597%	6,128,479	99.10%	6,128,510	6,128,510	6,073,353	55,157	6,128,510
	Police Pension	10	1,045,874,256	0.56650%	5,924,839	99.10%	5,924,878	5,924,878	5,871,554	53,324	5,924,878
	City Library	35	1,045,874,256	0.29378%	3,072,539	99.10%	3,072,570	3,072,570	3,044,917	27,653	3,072,570
	Municipal Band	36	1,045,874,256	0.00670%	70,000	99.10%	70,074	70,074	69,443	631	70,074
	Public Transit	70			15,783,038.00		15,783,290.00		15,641,240		
xxxxx		xx									
Total City			1,045,874,256	1.50910%	31,566,076.00			15,783,290.00			15,783,290.00
			xx	xx	xx			Fund 10 Totals	11,944,908	108,480	12,053,388
TIF District (tax code district)			AV Increment Value	input	input	Collection Rate	Property Tax Receivable	input	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
				Tax Rate	AV Increment \$ Amount submitted			Extension \$ Amount			
ZTF3 Pines TIF (4062)	28		781,248	11.15959%	85,000	98.80%	87,184	87,184	86,138	1,046	87,184
ZTF5 Olde Towne TIF (4555)	19		11,326,813	12.84521%	1,162,772	98.80%	1,454,953	1,454,953	1,437,494	17,459	1,454,953
ZTF6 Near North (Wabash) TIF (4455)	21		3,531,077	10.89875%	355,000	98.80%	384,843	384,843	380,225	4,618	384,843
ZTF8 Eastgate TIF (9543)	23		1,684,970	9.64031%	161,000	98.80%	162,436	162,436	160,487	1,949	162,436
ZTF0 Grand & Oakland (4062)	29		1,361,874	11.09878%	141,000	98.80%	151,151	151,151	149,338	1,814	151,151
ZTFA SS Redevelopment (xxxx)	24		517,439	14.75607%	54,000	98.80%	76,354	76,354	75,437	916	76,354
Redevelopment TIF			19,203,421		1,958,772.00		2,316,921.90	2,316,921.90	2,289,118.84		2,316,921.90
			xx		xx			xx			xx
Total Property Tax Levy					33,524,848.00			18,100,211.90			18,100,211.90

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

home

Assessed Value Year
Pay Year
2023
2024
In Process

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input							Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1	Distribution 2	Distribution 3	Distribution 4	Distribution 5	Distribution 6	Distribution 7			
					7/22/2024	8/16/2024	9/18/2024	10/18/2024	11/21/2024	xx/xx/2024	xx/xx/2024			
GO Bond Debt	50	587,258.45	99.0%	581,386.00	320,536.66	10,977.29	67,599.72	159,401.62	20,000.55	-	-	578,515.84	2,870.16	98.5%
General Purpose	10	0.01	99.0%	-	0.12	(0.01)	-	-	(0.01)	-	-	0.10	-	1000.0%
Fire Pension	10	6,128,510.00	99.0%	6,067,225.00	3,345,047.49	114,560.24	705,450.29	1,663,448.53	208,724.46	-	-	6,037,231.01	29,993.99	98.5%
Police Pension	10	5,924,878.26	99.0%	5,865,629.00	3,233,900.94	110,753.92	682,008.97	1,608,175.15	201,788.92	-	-	5,836,627.90	29,001.10	98.5%
City Library	35	3,072,569.70	99.0%	3,041,844.00	1,677,061.41	57,435.62	353,681.26	833,979.29	104,645.13	-	-	3,026,802.71	15,041.29	98.5%
Municipal Band	36	70,073.58	99.0%	69,373.00	38,245.69	1,309.85	8,065.95	19,018.71	2,387.08	-	-	69,027.28	345.72	98.5%
Mass Transit												-	-	
Total City		15,783,290.00		15,625,457.00	8,614,792.31	295,036.91	1,816,806.19	4,284,023.30	537,546.13	-	-	15,548,204.84	77,252.26	98.5%
												City Collection Rate:		98.5%
ZTF3 Pines (4062)	28	87,184.10	100.0%	87,184.00	43,592.03	-	-	43,592.07	103.14	-	-	87,287.24	(103.24)	100.1%
ZTF5 Olde Towne (4555)	19	1,454,953.11	98.0%	1,425,854.00	717,146.29	17,031.98	278,420.34	285,634.48	103,683.59	-	-	1,401,916.68	23,937.32	96.4%
ZTF6 Near North (4455)	21	384,843.26	100.0%	384,843.00	18,987.84	-	4,308.66	11,706.67	6,125.59	-	-	41,128.76	343,714.24	10.7%
ZTF8 Eastgate (9543)	23	162,436.33	100.0%	162,436.00	93,267.75	-	26,414.60	31,742.61	11,190.51	-	-	162,615.47	(179.47)	100.1%
ZTF0 Grand/Oakland (xxxx)	29	151,151.43	100.0%	151,151.00	75,456.12	227.31	165.95	75,133.68	346.98	-	-	151,330.04	(179.04)	100.1%
ZTFA Southside (xxxx)	24	76,353.67	100.0%	76,354.00	63,790.62	-	-	12,563.05	90.33	-	-	76,444.00	(90.00)	100.1%
XXXXX	xx	-	0.0%	-	-	-	-	-	-	-	-	-	0	-
Redevelopment TIF		2,316,921.90		2,287,822.00	1,012,240.65	17,259.29	309,309.55	460,372.56	121,540.14	-	-	1,920,722.19	367,099.81	82.9%
												City Collection Rate:		82.9%
Total Property Tax Levy		18,100,211.90		17,913,279.00	9,627,032.96	312,296.20	2,126,115.74	4,744,395.86	659,086.27	-	-	17,468,927.03	444,352.07	96.5%
												City Collection Rate:		96.5%

Note(s)

Footnote (Not a part of City Tax Levy)		input							Total Distribution
		Distribution 1	Distribution 2	Distribution 3	Distribution 4	Distribution 5	Distribution 6	Distribution 7	
		7/22/2024	8/16/2024	9/18/2024	10/18/2024	11/21/2024	xx/xx/2024	xx/xx/2024	
Decatur Road & Bridge Tax Distribution	10-0831-301102	240,400.60	6,682.34	56,122.65	116,262.23	7,376.06	-	-	426,843.88
Total County Distribution to Civil City		8,855,192.91	301,719.25	1,872,928.84	4,400,285.53	544,922.19	-	-	15,975,048.72
		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		9,867,433.56	318,978.54	2,182,238.39	4,860,658.09	666,462.33	-	-	-
		xx	xxxxx	xx	xx	xx	xx	xx	
GO Bond Debt	50-43500-301103	159,401.62	ZTF3 Pines TIF (4062)		28-43281-301103	43,592.07	reconciliation of receipts and recording		
General Purpose	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)		19-45190-301103	285,634.48			
Fire Pension	10-0231-301103	1,663,448.53	ZTF6 Near North TIF (4455)		21-43210-301103	11,706.67			
Police Pension	10-0231-301103	1,608,175.15	ZTF8 Eastgate TIF (9543)		23-43230-301103	31,742.61			
City Library	35-59350-301103	833,979.29	ZTF0 Grand & Oakland (xx)		29-43291-301103	75,133.68			
Municipal Band	36-43360-301103	19,018.71	ZTFA SS Redevelopment (xx)		24-43241-301103	12,563.05	agree w/row 43 116,262.23		
		xxxxx		xx		-	agree w/row 48 -		
							test s/b "0" -		

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Dec-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	3,291	14,743	3,189	4,647	3,292	5,685	4,050	4,930	3,071	7,733	3,038	3,038	60,706	83,073	83,073	73%
015	EXECUTIVE	10	76,449	90,290	60,400	89,072	146,598	66,762	69,679	94,579	66,179	67,767	74,018	61,293	963,087	805,181	805,181	120%
016	HUMAN RESOURCES	10	49,062	71,116	54,066	60,773	80,638	51,614	70,473	73,969	67,841	58,058	54,482	57,002	749,094	740,439	740,439	101%
017	INFORMATION TECHNOLOGIES	10	165,347	195,933	255,318	403,756	179,066	108,433	131,888	305,067	194,403	158,511	139,453	208,274	2,445,448	2,458,671	2,458,671	99%
018	DATA & COMMUNICATIONS	10	32,807	49,319	28,620	42,588	44,691	49,983	63,492	47,320	32,252	63,434	30,057	33,497	518,059	544,831	544,831	95%
020	LEGAL	10	103,274	96,973	80,369	75,812	87,782	79,580	86,836	107,706	74,181	120,289	93,553	80,772	1,087,126	1,177,617	1,177,617	92%
035	FINANCE	10	144,813	244,173	164,423	181,076	168,767	122,120	119,891	186,764	124,961	172,166	129,455	147,578	1,906,188	2,030,729	2,030,729	94%
037	PURCHASING	10	23,487	24,897	22,333	17,314	15,039	15,373	15,514	22,681	16,181	16,795	15,594	221,366	209,381	209,381	106%	
038	CIVIC CENTER	10	40,630	27,740	68,041	63,123	33,983	25,330	54,856	25,800	58,934	58,228	36,098	222,367	715,131	787,980	787,980	91%
039	CITY GENERAL ADMINISTRATIVE	10	715,590	1,356,555	120,193	76,426	186,658	43,845	4,595,933	188,358	89,204	-	202,102	16,566	7,591,431	7,822,961	7,822,961	97%
040	CENTRAL BUSINESS DISTRICT	10	44,433	27,466	45,939	31,291	48,755	33,966	44,797	40,745	62,212	32,500	32,751	36,376	481,230	285,000	285,000	169%
Sub Total			1,399,182	2,199,203	902,891	1,045,877	995,270	602,691	5,257,410	1,097,918	789,419	755,480	811,166	882,358	16,738,866	16,945,863	16,945,863	99%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	58,945	49,603	43,913	44,234	44,302	40,891	48,532	82,869	59,358	51,527	61,831	48,224	634,228	713,403	713,403	89%
052	BUILDING INSPECTIONS	10	73,387	102,747	114,398	71,298	70,785	71,100	70,976	103,854	69,362	68,945	70,962	67,737	955,550	937,622	937,622	102%
053	NEIGHBORHOOD INSPECTIONS	10	84,866	118,021	73,114	80,732	146,188	168,352	175,213	243,643	188,365	197,755	74,048	274,280	1,824,576	1,767,062	1,767,062	103%
054	REVITALIZATION & HOUSING	10	63,943	76,101	69,209	49,977	59,389	61,618	62,229	110,680	97,468	87,014	69,896	57,397	864,921	785,991	785,991	110%
055	ECONOMIC DEVELOPMENT	10	70,166	199	23,027	73,948	85	-	-	39,292	8,869	2,088	2,129	7,777	227,579	305,900	305,900	74%
Sub Total			351,308	346,670	323,661	320,189	320,748	341,960	356,950	580,337	423,423	407,329	278,866	455,414	4,506,854	4,509,978	4,509,978	100%
Public Safety																		
065	POLICE	10	1,960,039	3,254,129	2,155,122	2,500,477	1,929,011	1,962,055	5,519,644	2,738,866	2,666,990	3,967,602	2,015,695	2,005,038	32,674,670	33,962,177	33,962,177	96%
070	FIRE	10	1,234,205	1,849,502	1,311,288	1,412,015	1,401,248	1,251,465	4,735,486	1,917,561	2,115,390	3,316,764	1,528,573	1,274,762	23,348,261	24,068,069	24,068,069	97%
Sub Total			3,194,244	5,103,632	3,466,411	3,912,492	3,330,259	3,213,521	10,255,130	4,656,427	4,782,381	7,284,366	3,544,269	3,279,800	56,022,930	58,030,246	58,030,246	97%
Public Works																		
080	PUBLIC WORKS ADMIN	10	25,845	44,596	29,961	33,375	34,906	35,349	32,123	43,774	35,676	39,451	36,418	29,918	421,391	437,280	437,280	96%
082	ENGINEERING	10	100,620	154,492	102,899	99,326	103,062	100,050	111,394	145,856	103,128	103,837	101,178	102,759	1,328,605	1,481,280	1,481,280	90%
083	MUNICIPAL SERVICES	10	347,437	503,885	358,166	357,841	353,854	354,964	361,345	521,933	357,440	352,887	351,962	366,896	4,588,609	5,302,119	5,302,119	87%
084	STREETS	10	90,920	99,489	105,098	98,557	97,596	104,402	94,994	97,661	116,830	91,686	80,610	89,814	1,167,659	1,345,767	1,345,767	87%
086	TRAFFIC & PARKING	10	106,322	145,176	132,477	210,004	146,776	83,114	141,406	269,920	149,151	103,138	201,407	186,830	1,875,722	1,706,709	1,706,709	110%
088	LAND & BUILDING MGMT	10	32,565	45,099	42,931	54,609	52,275	53,987	43,904	48,789	52,213	47,078	75,308	125,649	674,405	852,758	852,758	79%
Sub Total			703,708	992,737	771,532	853,713	788,469	731,869	785,167	1,127,933	814,437	738,077	846,883	901,866	10,056,391	11,125,913	11,125,913	90%
General Fund Expenditure Total			5,648,443	8,642,241	5,464,494	6,132,271	5,434,746	4,890,041	16,654,657	7,462,615	6,809,660	9,185,252	5,481,183	5,519,438	87,325,041	90,612,000	90,612,000	96%
Community & Economic Development																		
16	COMMUNITY GRANT	16	-	-	-	7,733	5,044	-	9,195	27,463	13,728	-	20,733	28,354	112,251	705,800	705,800	16%
17	HOME PROGRAM	17	-	4,004	711	5,311	4,012	5	3,647	4,745	262,637	15,185	98,590	64,761	463,609	2,539,416	2,539,416	18%
18	CDBG PROGRAM	18	74,588	413,888	19,143	116,583	31,240	27,658	131,556	20,914	104,186	25,410	164,396	170,858	1,300,421	4,623,718	4,623,718	28%
22	DUATS	22	34,627	46,523	2,184	2,122	5,555	24,907	4,195	52,407	89,005	8,376	360	43,057	313,317	435,780	435,780	72%
70	PUBLIC TRANSIT	70	218,292	1,585,564	903,792	991,760	841,471	848,912	957,363	893,114	783,303	2,234,269	3,712,949	1,247,223	15,218,012	30,497,405	30,497,405	50%
82	DCDF	82	468	112	176,860	-	-	-	-	-	-	-	-	-	177,440	172,045	172,045	103%
84	COMMUNITY REVITALIZATION	84	423,479	1,218,730	248,005	605,190	848,721	1,512,239	387,857	1,965,625	451,131	100,877	765,968	336,519	8,864,342	7,285,000	7,285,000	122%
88	RECYCLING	88	44,567	91,360	44,132	61,303	59,232	81,820	58,941	63,821	60,677	44,199	76,906	64,602	751,560	787,956	787,956	95%
Sub Total			796,020	3,360,181	1,394,827	1,790,001	1,795,275	2,495,542	1,552,754	3,028,090	1,764,668	2,428,317	4,839,902	1,955,376	27,200,952	47,047,120	47,047,120	58%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	48,693	-	-	-	-	101,976	135,150	1,468,434	1,754,253	1,087,000	1,087,000	161%
21	WABASH CROSSING TIF	21	-	2,763	663	-	-	-	-	-	-	44,943	-	33,255	81,624	1,045,000	1,045,000	8%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	123,154	123,154	350,000	350,000	35%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	133,790	-	-	-	-	-	-	-	-	133,790	114,000	114,000	117%
29	GRAND & OAKLAND TIF	29	-	-	-	181,453	-	-	-	-	-	-	-	-	181,453	175,000	175,000	104%
120	CENTRAL TIF	120	-	44,464	1,535	-	-	875	2,160	-	-	178,291	-	-	227,325	250,000	250,000	
Sub Total			-	47,227	2,198	315,243	48,693	875	2,160	-	-	325,210	135,150	1,624,843	2,501,599	3,072,103	3,072,103	81%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Dec-24

Div	Month of Fiscal Year	Fund	1	2	3	4	5	6	7	8	9	10	11	12	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,666	26,539	18,500	1,738	17,151	-	15,008	51,171	150	4,577	13,800	10,540	161,840	95,000	95,000	170%
26	DUI COURT FINES	26	1,002	2,548	7,730	8,980	3,824	5,306	1,801	37,345	2,445	950	6,933	4,157	83,018	107,500	107,500	77%
27	POLICE PROGRAMS/LAB	27	-	-	-	-	-	539	-	-	-	474	-	-	1,013	8,500	8,500	12%
30	FEDERAL DRUG ENFORCEMENT	30	2,325	3,097	-	345	2,859	11,252	-	-	-	14,819	-	2,217	36,914	85,000	85,000	43%
37	FOREIGN FIRE INSURANCE	37	5,405	7,328	11,887	16,150	9,411	12,670	9,024	6,920	2,187	6,366	845	31,473	119,665	198,880	198,880	60%
Sub Total			11,397	39,511	38,117	27,213	33,245	29,768	25,834	95,435	4,781	27,185	21,577	48,386	402,450	494,880	494,880	81%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,339,938	-	-	2,650	58,315	-	205,688	500	-	1,108,465	-	2,715,554	2,717,154	2,717,154	100%
Sub Total			-	1,339,938	-	-	2,650	58,315	-	205,688	500	-	1,108,465	-	2,715,554	2,717,154	2,717,154	100%
Public Works																		
42	LOCAL MFT PROJECTS	42	130,511	11,765	2,000	7,673	46,361	-	23,127	113,947	111,819	219,445	2,113	2,835	671,597	2,235,529	2,235,529	30%
44	2018 PROJECT FUND	44	8,175	-	-	150,995	-	-	-	-	-	-	-	-	159,170	223,669	223,669	71%
45	CAPITAL PROJECTS	45	5,000	359,485	16,726	17,611	391,644	19,246	406,729	629,657	140,642	627,562	106,438	475,634	3,196,374	6,004,519	6,004,519	53%
46	STATE MFT PROJECTS	46	440,590	94,376	47,177	32,541	1,011,678	235,211	373,833	408,856	1,489,246	78,975	1,481,895	304,027	5,998,406	18,358,871	18,358,871	33%
60	FLEET OPERATIONS	60	141,870	301,523	208,650	199,899	209,337	259,410	201,863	347,873	204,408	198,001	190,327	250,854	2,714,014	3,162,104	3,162,104	86%
61	EQUIPMENT REPLACEMENT	61	68,444	175,916	439,216	14,995	332,451	59,469	751,343	194,439	476,730	657,205	964,881	549,617	4,684,705	3,795,799	3,795,799	123%
78	STORM WATER PROJECTS	78	79,536	131,201	80,089	78,217	175,665	65,898	86,709	62,940	76,445	94,817	484,856	103,235	1,519,610	2,148,156	2,148,156	71%
79	SEWER PROJECTS	79	547,876	737,892	302,026	638,610	714,901	857,055	817,640	735,131	577,708	364,619	467,500	341,516	7,102,475	11,421,025	11,421,025	62%
Sub Total			1,422,003	1,812,159	1,095,883	1,140,542	2,882,038	1,496,289	2,661,244	2,492,844	3,076,998	2,240,624	3,698,010	2,027,717	26,046,350	47,349,672	47,349,672	55%
Library																		
35	LIBRARY OPERATIONS	35	284,964	485,841	339,892	341,222	337,878	326,745	376,820	430,351	373,448	373,797	341,204	318,765	4,330,927	4,739,984	4,739,984	91%
58	LIBRARY CAPITAL PROJECTS	58	-	54,230	3,000	-	1,922	63,845	359,416	1,300	-	-	12,861	197,688	694,262	500,000	500,000	139%
59	LIBRARY TRUST FUNDS	59	-	1,831	201	2,322	7,099	2,267	3,466	3,808	4,874	2,023	1,208	2,905	32,003	75,000	75,000	43%
Sub Total			284,964	541,902	343,093	343,544	346,899	392,857	739,703	435,459	378,322	375,820	355,273	519,358	5,057,192	5,314,984	5,314,984	95%
Internal Service and Other																		
34	BUILDING FUND	34	117,532	73,221	40,371	40,921	48,223	75,714	49,382	62,399	53,817	148,551	75,171	(31,217)	754,086	747,428	747,428	101%
36	BAND	36	2,855	533	533	533	6,944	15,117	28,526	35,714	533	5,546	2,863	979	100,677	93,001	93,001	108%
40	PEG CAPITAL PROGRAMMING	40	842	2,762	13,196	860	2,741	22,115	6,345	867	870	6,072	3,236	736	60,644	60,660	60,660	100%
64	RISK MANAGEMENT	64	55,869	128,082	28,766	108,711	264,713	20,640	311,024	252,752	21,171	164,044	1,474,319	59,484	2,889,576	3,557,261	3,557,261	81%
65	BENEFIT INSURANCE	65	1,092,051	1,062,926	1,133,493	1,112,667	928,237	1,011,119	164,262	1,540,495	1,141,524	1,219,921	180,019	1,795,632	12,382,346	14,414,224	14,414,224	86%
77	FIBER OPTICS	77	5,233	14,033	11,521	2,233	17,646	4,733	5,233	5,233	19,331	5,233	14,541	202,322	307,292	607,663	607,663	51%
85	GRANT FUND	85	-	355,434	169,979	-	360,331	-	849,088	244,639	389,582	320,349	155,258	269,255	3,113,914	5,212,000	5,212,000	60%
99	AMERICAN RESCUE PLAN	99	50,595	(50,595)	6,592	(6,592)	-	-	-	-	-	-	-	-	-	437,000	437,000	0%
Sub Total			1,324,977	1,586,396	1,404,451	1,259,333	1,628,836	1,149,438	1,413,860	2,142,099	1,626,829	1,869,716	1,905,407	2,297,191	19,608,534	25,129,237	25,129,237	78%
Water Utility																		
80	WATER UTILITY	80	1,207,520	13,730,357	(1,586,490)	1,243,822	1,414,976	1,847,982	1,458,522	4,560,214	1,426,958	1,421,608	2,029,453	2,510,675	31,265,597	38,960,268	38,960,268	80%
81	WATER CAPITAL	81	389,507	617,842	99,044	406,266	63,246	640,050	167,417	339,343	348,932	673,333	117,654	637,042	4,499,676	12,501,542	12,501,542	36%
86	WATER RESERVE	86	-	-	-	-	-	-	-	-	-	-	-	-	6,476,021	-	-	-
89	2022 BOND FUND	89	21,324	18,744	36,548	5,616,524	905,218	13,914	592,286	1,111,251	202,265	33,754	22,350	484,707	9,058,884	11,996,658	11,996,658	76%
Sub Total			1,618,351	14,366,943	(1,450,898)	7,266,613	2,383,439	2,501,946	2,218,226	6,010,808	1,978,155	2,128,694	2,169,458	10,108,444	51,300,178	63,458,468	63,458,468	81%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	821,208	819,097	817,612	837,812	846,399	853,654	835,319	876,696	849,211	870,795	887,883	877,614	10,193,300	9,860,396	9,860,396	103%
91	POLICE PENSION	91	967,489	990,257	982,635	1,001,049	1,127,198	1,200,470	982,364	988,704	991,374	990,448	996,825	1,001,197	12,220,009	11,644,032	11,644,032	105%
Sub Total			1,788,697	1,809,354	1,800,246	1,838,861	1,973,597	2,054,123	1,817,683	1,865,400	1,840,585	1,861,243	1,884,708	1,878,811	22,413,309	21,504,428	21,504,428	104%
Grand Total Expenditures			12,894,852	33,545,851	10,092,411	20,113,622	16,529,418	15,069,194	27,086,119	23,738,436	17,480,497	20,442,063	21,599,132	25,979,564	244,571,159	306,700,047	306,700,047	80%

City of Decatur
Water Utility Financial Report
Key Metrics

home

Dec-24

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Current Year													
Water Bill Count													
Original Bills													
Residential	28,260	25,693	24,511	27,833	27,488	23,847	28,982	26,533	23,806	28,883	24,422	27,115	317,373
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,781	2,589	2,438	2,874	2,769	2,377	2,961	2,672	2,383	2,950	2,544	2,689	32,027
Total	31,071	28,312	26,979	30,737	30,287	26,254	31,973	29,235	26,219	31,863	26,996	29,834	349,760
Delinquent Bills													
Residential	8,084	7,525	6,981	7,713	8,245	6,814	7,589	8,369	7,070	8,354	6,396	8,856	91,996
Industrial	426	-	-	-	-	-	-	-	-	-	-	-	426
Commercial	-	406	399	439	461	416	445	477	427	433	383	496	4,782
Total	8,510	7,931	7,380	8,152	8,706	7,230	8,034	8,846	7,497	8,787	6,779	9,352	97,204
Total Bill Count	39,581	36,243	34,359	38,889	38,993	33,484	40,007	38,081	33,716	40,650	33,775	39,186	446,964
Cubit Feet Consumption Billed													
Residential	11,720,126	11,275,137	9,421,328	11,184,127	11,338,855	10,711,472	14,299,726	12,342,855	10,938,804	12,787,513	10,232,779	10,933,636	137,186,358
Industrial	35,671,234	37,822,224	38,317,859	42,950,552	41,059,734	42,277,307	45,150,755	42,246,840	42,838,966	46,776,486	45,408,505	41,664,356	502,184,818
Commercial	9,294,639	10,624,499	9,030,487	10,697,102	10,393,216	11,141,782	14,408,355	13,270,290	12,557,009	13,303,445	11,235,531	10,316,600	136,272,955
Total	56,685,999	59,721,860	56,769,674	64,831,781	62,791,805	64,130,561	73,858,836	67,859,985	66,334,779	72,867,444	66,876,815	62,914,592	775,644,131
Water Shut Offs	665	702	720	755	719	692	780	871	824	849	647	735	8,959
Customer Service Telephone Calls	5,096	4,602	4,270	5,089	5,133	4,483	5,257	5,577	4,857	5,163	4,245	4,991	58,763
Water Billed \$													
Residential	798,585	754,163	652,315	766,784	779,679	741,641	967,803	845,088	752,300	883,507	718,014	773,018	\$ 9,432,898
Industrial	1,099,425	1,153,979	1,161,864	1,281,566	1,227,377	1,301,791	1,379,618	1,301,698	1,318,373	1,420,048	1,385,863	1,292,638	\$ 15,324,240
Commercial	561,719	600,856	525,703	618,649	611,606	626,975	788,163	727,266	682,059	746,143	638,419	621,469	\$ 7,749,025
Total	\$ 2,459,729	\$ 2,508,998	\$ 2,339,882	\$ 2,666,999	\$ 2,618,662	\$ 2,670,407	\$ 3,135,584	\$ 2,874,052	\$ 2,752,732	\$ 3,049,698	\$ 2,742,296	\$ 2,687,125	\$ 32,506,163
Penalty \$	\$ 14,450	\$ 14,943	\$ 14,348	\$ 14,196	\$ 14,701	\$ 12,414	\$ 16,162	\$ 18,920	\$ 14,834	\$ 16,614	\$ 13,334	\$ 18,063	\$ 182,980
Total Billed	\$ 2,474,179	\$ 2,523,941	\$ 2,354,230	\$ 2,681,195	\$ 2,633,364	\$ 2,682,821	\$ 3,151,745	\$ 2,892,973	\$ 2,767,565	\$ 3,066,312	\$ 2,755,630	\$ 2,705,188	\$ 32,689,143
Raw Water Gallonage Billed													
Gallons	441,830,000	382,650,000	399,820,000	406,570,000	401,380,000	412,220,000	410,690,000	420,870,000	417,890,000	391,040,000	438,880,000	388,847,000	4,912,687,000
\$ Billed	146,422	126,810	132,500	134,737	133,017	140,979	140,456	143,938	142,918	133,736	150,097	132,857	\$ 1,658,468
Water Billed vs Cash Receipts													
Billed \$	2,620,602	2,650,751	2,486,730	2,815,932	2,766,381	2,823,800	3,292,201	3,036,910	2,910,484	3,200,048	2,905,727	2,838,045	\$ 34,347,611
Cash Revenue \$	2,649,090	2,609,314	2,643,097	2,741,865	2,773,894	2,747,477	3,144,603	3,132,436	3,005,003	3,200,164	2,908,074	2,845,972	\$ 34,400,990
% Cash to Billed	101%	98%	106%	97%	100%	97%	96%	103%	103%	100%	100%	100%	100.2%
Fiscal Year 2023													
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	7,841	7,395	8,062	8,390	7,378	8,297	7,205	8,602	7,650	7,214	91,875
Industrial	-	-	1	-	-	-	-	3	1	4	4	2	15
Commercial	452	365	412	440	442	468	436	489	432	419	452	396	5,203
Total	7,851	6,807	8,254	7,835	8,504	8,858	7,814	8,789	7,638	9,025	8,106	7,612	97,093
Total Bill Count	36,567	33,866	41,031	33,678	39,296	39,247	35,193	40,096	35,247	38,148	37,213	35,866	445,448
Cubit Feet Consumption Billed													
Residential	11,188,618	10,200,018	11,145,560	9,392,331	11,660,439	14,027,948	12,792,379	14,091,977	12,162,833	11,877,691	11,075,647	10,321,715	139,937,156
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	9,436,568	9,120,088	10,929,619	12,302,395	13,594,330	13,876,283	12,946,508	11,911,327	11,055,514	9,344,340	133,778,462
Total	62,687,459	65,245,229	59,879,847	61,081,658	62,751,346	67,672,005	68,487,397	70,805,143	69,979,221	58,187,312	62,830,229	56,467,975	766,074,821
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	708,003	655,213	731,925	610,259	759,666	913,072	832,153	919,911	797,501	793,273	750,693	707,180	\$ 9,178,848
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	528,986	512,087	537,369	495,104	599,953	668,554	701,348	734,623	687,941	651,868	622,580	552,425	\$ 7,292,836
Total	\$ 2,417,959	\$ 2,441,732	\$ 2,390,274	\$ 2,310,573	\$ 2,509,397	\$ 2,828,900	\$ 2,802,002	\$ 2,940,731	\$ 2,821,290	\$ 2,513,632	\$ 2,606,295	\$ 2,390,934	\$ 30,973,720
Penalty \$	\$ 12,660	\$ 12,183	\$ 28,499	\$ 11,727	\$ 13,408	\$ 14,964	\$ 16,539	\$ 17,272	\$ 15,545	\$ 17,110	\$ 48,248	\$ 43,477	\$ 251,632
Total Billed	\$ 2,430,619	\$ 2,453,914	\$ 2,418,774	\$ 2,322,300	\$ 2,522,805	\$ 2,843,863	\$ 2,818,541	\$ 2,958,003	\$ 2,836,835	\$ 2,530,743	\$ 2,654,543	\$ 2,434,411	\$ 31,225,352
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 \$	2,561,248	2,588,495	2,538,233	2,451,038	2,655,382	2,993,596	2,979,724	3,117,841	2,971,781	2,676,814	2,790,685	2,582,868	\$ 32,907,707
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	102%	101%	101%	99%	101%	92%	101%	101%	99%	103%	99%	101%	100.1%

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Dec-24

	Budget	Current Year Staffing Levels											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staffing													
City Manager's Office & City Clerk	4	4	4	4	4	4	4	4	4	4	4	4	4
Data & Communications	3	3	3	3	3	3	3	3	3	3	3	3	3
Transit	10	11	11	11	11	11	11	11	11	11	11	11	11
Facilities	2	1	1	1	1	1	1	1	1	1	1	1	1
Finance/Purchasing/Water Cust. Serv.	24	22	23	23	23	22	21	23	22	25	23	24	22
Human Resources	4	4	4	4	4	4	4	4	4	4	4	4	4
Information Technology	9	9	9	9	9	10	10	10	10	10	10	10	10
Legal	7	6	7	7	7	7	7	7	7	7	7	7	7
Economic & Community Dev	27	24	25	25	25	25	25	26	24	25	25	25	27
Public Safety	269	255	253	253	250	254	252	254	257	263	256	254	254
Public Works	116	106	110	110	109	108	106	109	110	111	112	113	115
Total Full Time		475	445	450	450	446	449	444	452	453	464	456	458
Part Time Staffing													
City Manager's Office	-	2	1	1	1	1	1	1	1	1	1	1	1
Transit	-	-	-	-	-	-	-	-	-	-	-	-	-
City Council - Legislative	7	7	7	7	7	7	7	7	7	7	7	7	7
Finance and Purchasing	-	2	2	2	2	1	2	2	2	2	2	2	2
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	1	1	1	1	1	1	1	1	1	1	1	1
Legal	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	1	1	2	2	1	1	1	1	1
Police	-	2	2	2	2	2	2	2	2	2	2	2	2
Fire	-	1	1	1	1	2	2	2	2	2	2	-	-
Public Works	-	-	-	1	2	14	13	13	6	1	1	1	2
Total Temporary		7	16	15	16	17	29	30	22	17	17	15	16
Total City Staff Headcount		482	461	465	466	463	478	474	482	475	481	471	474

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-24

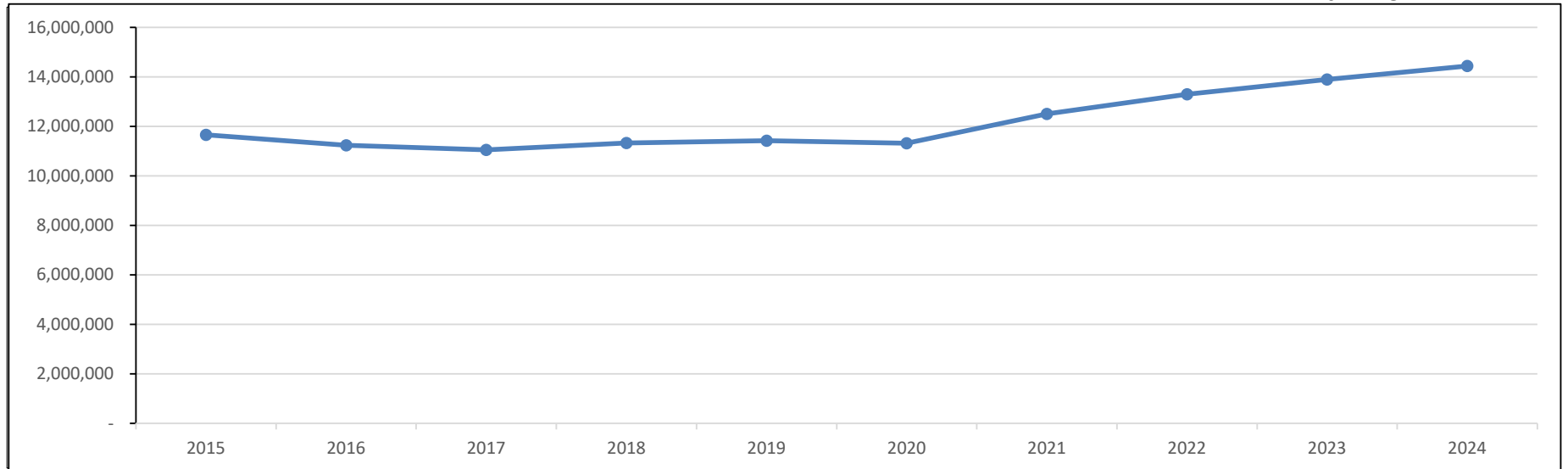
	Budget	Current Year Staffing Levels											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staff													
Executive													
City Manager's Office & City Clerk	4	4	4	4	4	4	4	4	4	4	4	4	4
Data & Communications	3	3	3	3	3	3	3	3	3	3	3	3	3
Total	7	7	7	7	7	7	7	7	7	7	7	7	7
Transportation Services													
Transit	10	11	11	11	11	11	11	11	11	11	11	11	11
Facilities	2	1	1	1	1	1	1	1	1	1	1	1	1
Total	12	12	12	12	12	12	12	12	12	12	12	12	12
Finance													
Finance & Risk Mgmt	15	14	14	14	14	13	12	14	13	16	14	13	13
Purchasing	2	1	2	2	2	2	2	2	2	2	2	2	2
Utility Customer Service	7	7	7	7	7	7	7	7	7	7	7	9	7
Total	24	22	23	23	23	22	21	23	22	25	23	24	22
Human Resources	4	4	4	4	4	4	4	4	4	4	4	4	4
Information Technology	9	9	9	9	9	10	10	10	10	10	10	10	10
Legal	7	6	7	7	7	7	7	7	7	7	7	7	7
Economic & Community Devel													
Economic & Community Dev.	5	3	4	4	4	4	4	5	4	5	5	5	6
Building Inspections	7	7	7	7	7	7	7	7	7	7	7	7	7
Neighborhood Inspection	9	8	8	8	8	8	8	8	7	7	7	7	8
Neighborhood Outreach	6	6	6	6	6	6	6	6	6	6	6	6	6
Total	27	24	25	25	25	25	25	26	24	25	25	25	27
Public Safety													
Fire	108	106	105	105	103	102	102	102	101	108	105	103	103
Police	161	149	148	148	147	152	150	152	156	155	151	151	151
Total	269	255	253	253	250	254	252	254	257	263	256	254	254
Public Works													
PW Engineering Division	12	12	12	12	11	11	10	10	11	11	12	11	11
Fleet Maintenance Division	8	8	8	8	8	8	8	8	8	8	9	7	7
PW Municipal Services	46	43	44	44	43	42	43	45	45	45	46	47	48
PW Administration	2	2	2	2	2	2	2	2	2	3	2	2	2
Water Administration	3	2	2	2	1	1	1	1	2	3	2	2	2
Water Lake Services	7	6	6	6	7	7	6	7	7	7	7	7	7
Water Production South Plant	15	14	14	14	15	15	15	15	15	14	14	14	15
Water Services Distribution	23	19	22	22	22	22	21	21	20	20	20	23	23
Total	116	106	110	110	109	108	106	109	110	111	112	113	115
Total City Staffing	475	445	450	450	446	449	444	452	453	464	456	456	458
General Fund staffing	400	383	385	385	380	383	380	387	388	398	392	387	390
Other Fund staffing	63	50	53	53	54	54	52	53	53	54	52	57	56
Total staffing	463	433	438	438	434	437	432	440	441	452	444	444	446

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

STATE SALES TAX

Home

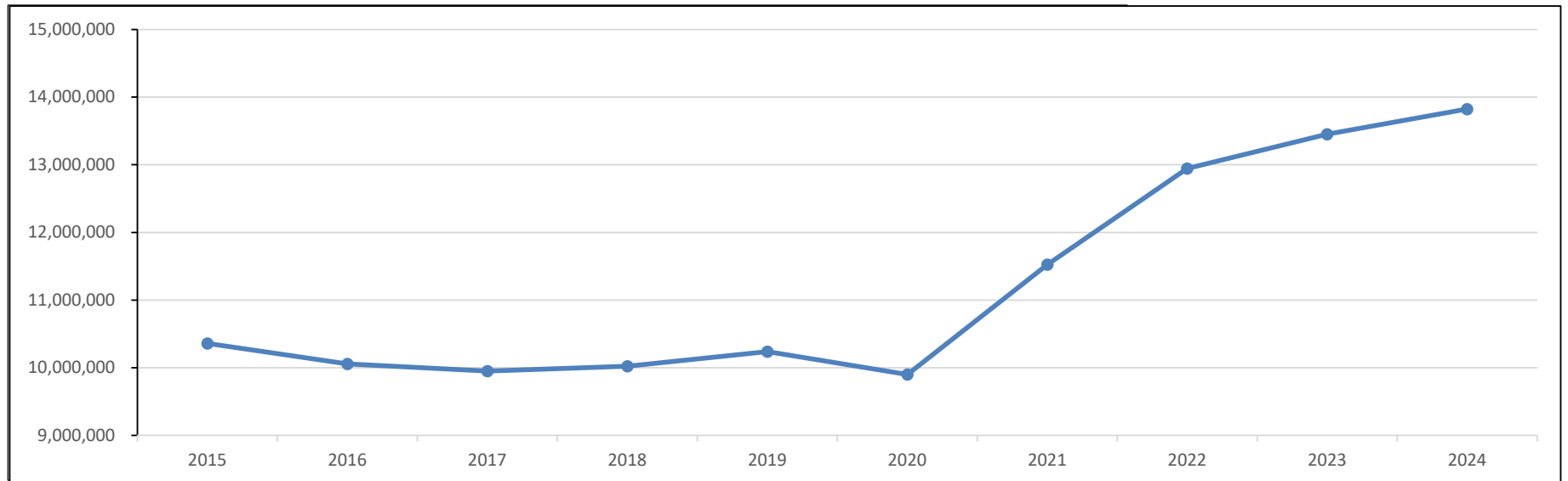
MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	1,167,816
FEBRUARY	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	1,224,877
MARCH	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	1,360,748
APRIL	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	1,125,506
MAY	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	1,065,619
JUNE	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522	1,238,496
JULY	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092	1,175,943
AUGUST	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,222,864	1,272,387
SEPTEMBER	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,200,298	1,205,609
OCTOBER	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,154,653	1,200,817
NOVEMBER	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,242,689	1,250,853
DECEMBER	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,159,563	1,149,804
TOTALS	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	14,438,475
								Year in Play Budget	14,649,000	



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

LOCAL SALES TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	1,108,301
FEBRUARY	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	1,197,957
MARCH	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	1,276,139
APRIL	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	1,052,683
MAY	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436	991,154
JUNE	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989	1,152,207
JULY	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303	1,126,031
AUGUST	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,174,733	1,255,941
SEPTEMBER	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,162,413	1,165,146
OCTOBER	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,103,324	1,145,831
NOVEMBER	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,299,459	1,222,796
DECEMBER	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,102,031	1,130,694
TOTALS	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	13,824,879
								Year in Play Budget		13,942,000



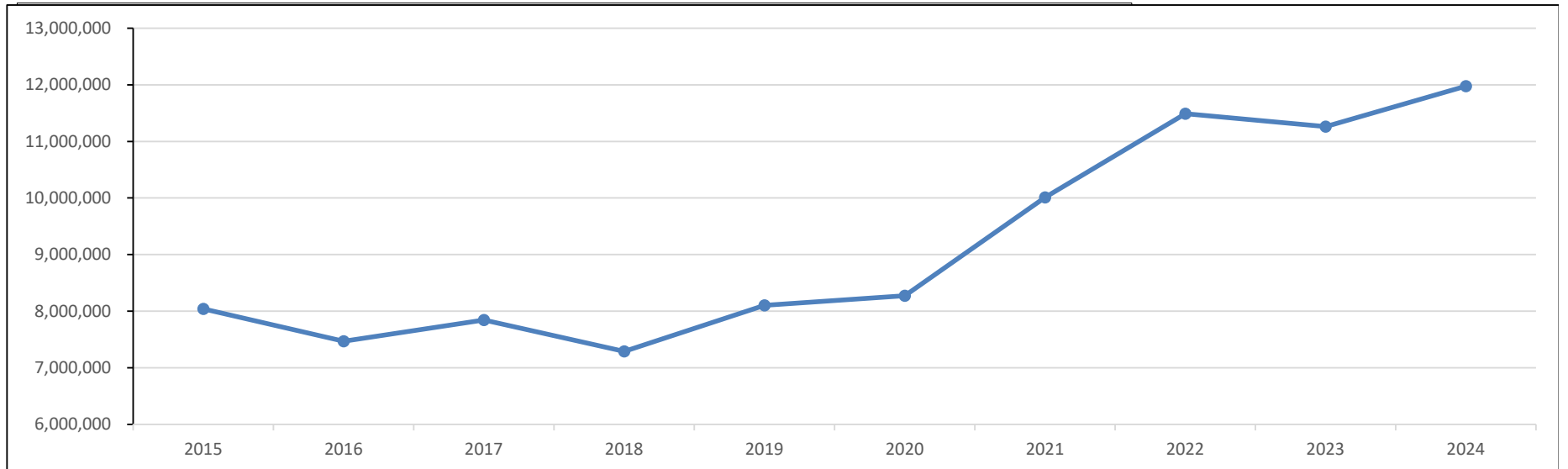
Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	1,124,788
FEBRUARY	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	1,064,296
MARCH	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	691,752
APRIL	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	1,092,150
MAY	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	1,887,248
JUNE	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466	808,845
JULY	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801	1,176,708
AUGUST	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	696,542	786,227
SEPTEMBER	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	632,222	617,227
OCTOBER	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,222,083	1,318,007
NOVEMBER	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	823,188	791,201
DECEMBER	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	646,766	617,625

TOTALS	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	11,976,074
								Year in Play Budget		11,675,000



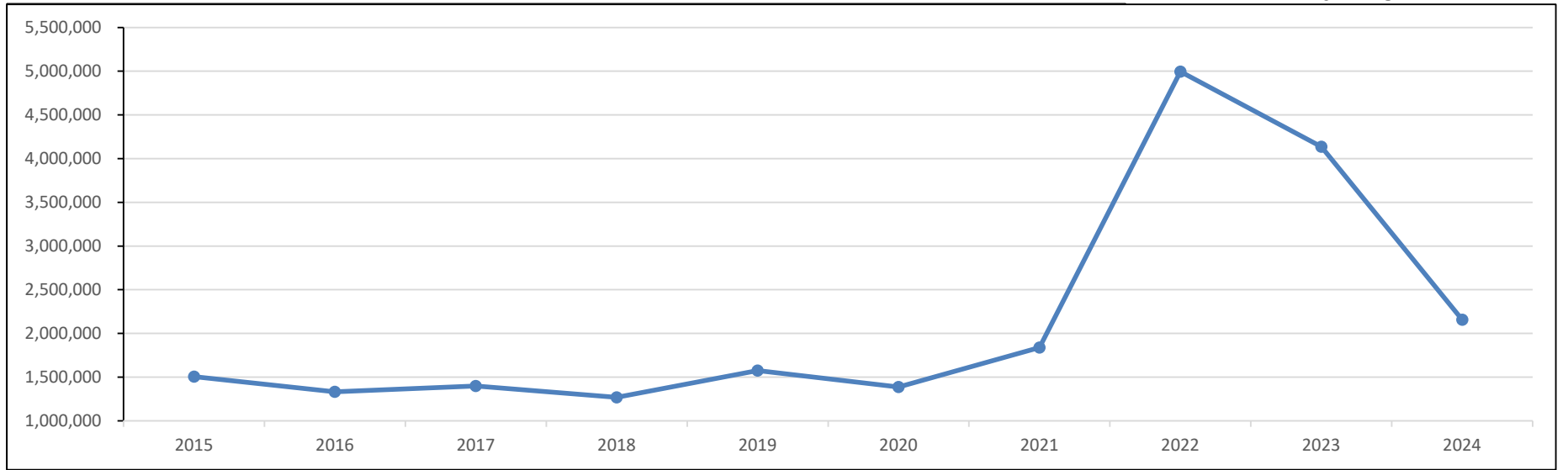
Schedule presents State LGDF distribution

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	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	410,703
FEBRUARY	717	-	-	-	-	-	-	-	-	-
MARCH	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	257,650
APRIL	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	173,481
MAY	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	893,076	403,600
JUNE	2,501	12,343	-	-	3,173	-	-	3,546	-	-
JULY	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	719,448	467,288
AUGUST	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	116,408	67,357
SEPTEMBER	2,356	4,554	-	-	-	-	26,897	21,828	-	-
OCTOBER	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	598,448	274,131
NOVEMBER	-	1,876	-	-	1,332	-	6,015	-	-	1,266
DECEMBER	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	170,202	101,473

TOTALS	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	2,156,947
								Year in Play Budget		3,339,000

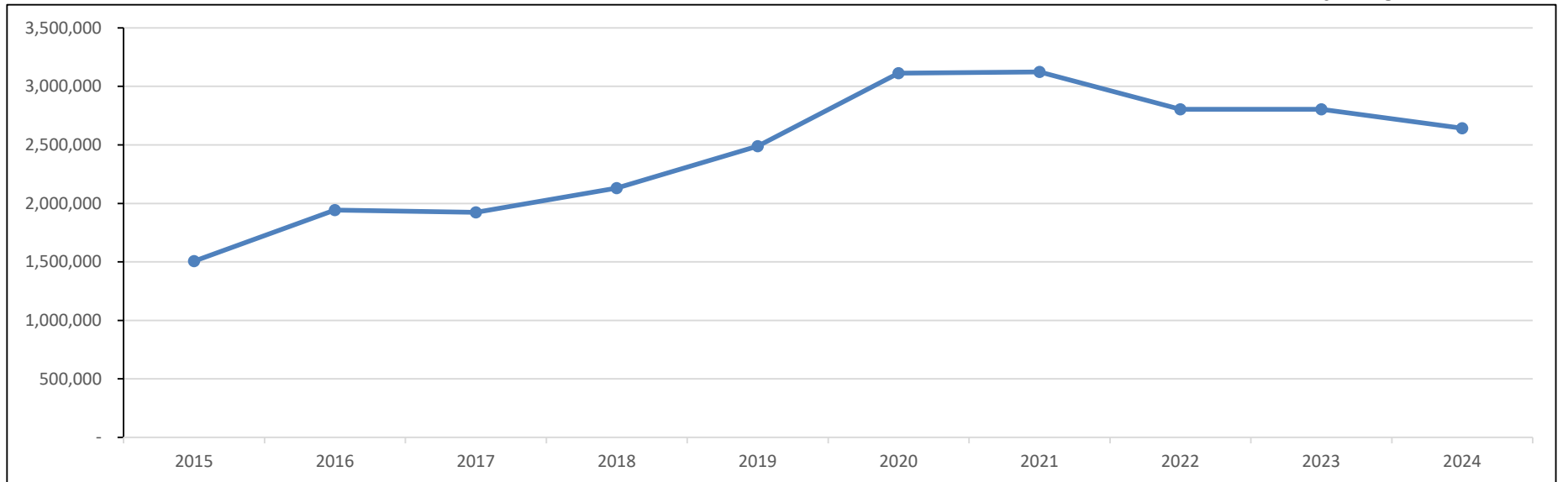


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	241,131
FEBRUARY	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	251,921
MARCH	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	292,406
APRIL	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	174,994
MAY	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488	196,738
JUNE	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890	238,999
JULY	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	215,778	212,527
AUGUST	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	213,410	205,092
SEPTEMBER	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	160,202	197,869
OCTOBER	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	225,763	203,331
NOVEMBER	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	214,136	197,505
DECEMBER	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	237,674	228,936

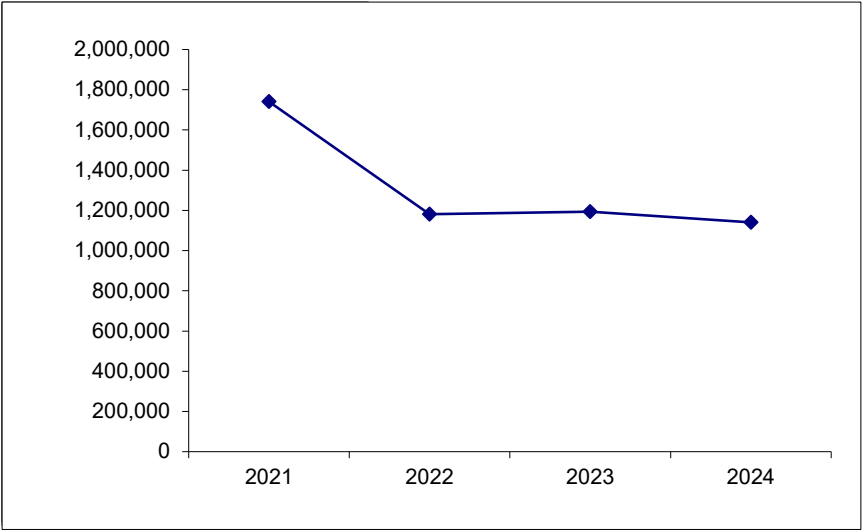
TOTALS	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	2,803,492	2,641,447
								Year in Play Budget		3,011,000



Schedule presents State distribution of Use Tax.

LOCAL TELEPHONE UTILITY TAX

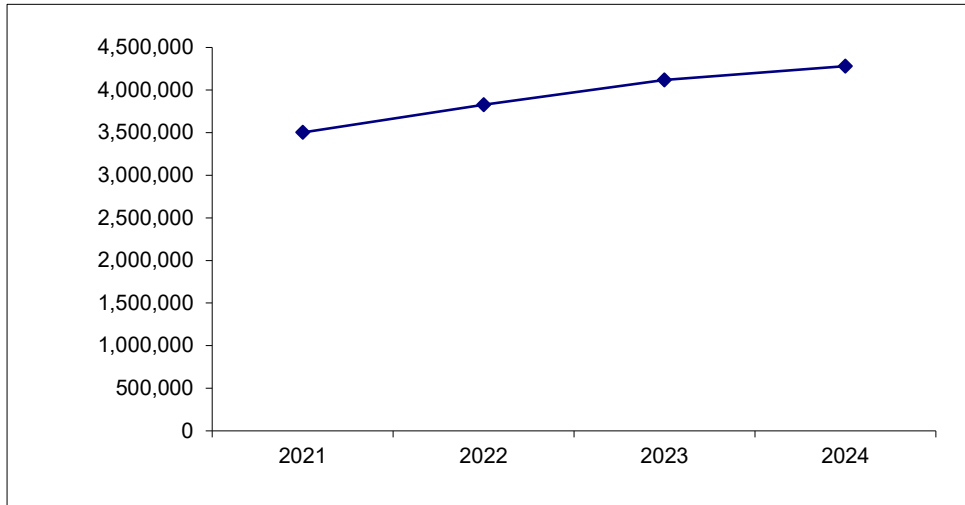
MONTH	2021	2022	2023	2024
JANUARY	585,430	99,599	100,718	97,646
FEBRUARY	105,214	94,273	101,222	91,030
MARCH	97,810	97,801	121,496	93,389
APRIL	91,598	95,983	107,186	91,487
MAY	97,948	94,162	89,187	92,439
JUNE	129,008	97,606	93,766	95,386
JULY	101,474	95,378	89,855	93,218
AUGUST	111,428	98,967	94,549	93,093
SEPTEMBER	108,598	87,617	91,316	92,082
OCTOBER	103,735	116,632	91,984	77,029
NOVEMBER	105,524	99,450	114,953	129,856
DECEMBER	102,715	103,560	97,923	93,709
TOTALS	1,740,483	1,181,029	1,194,155	1,140,364
			Current Budget	1,217,000



Projected Revenues

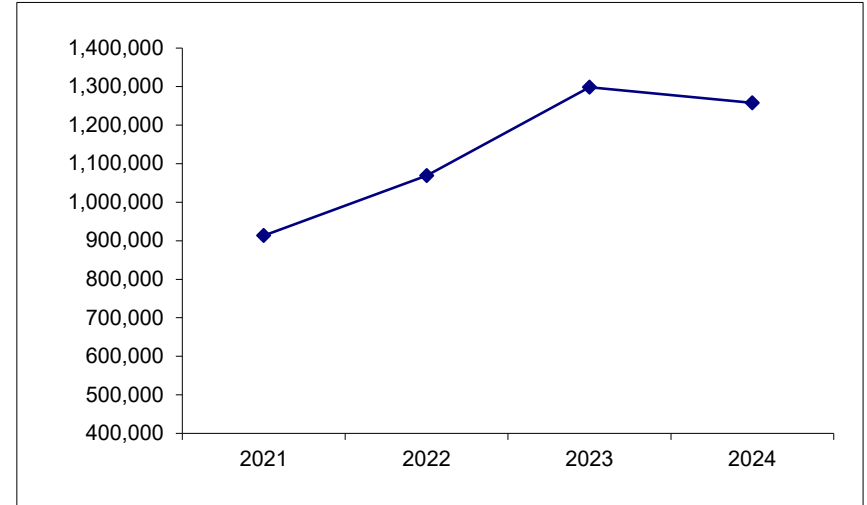
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023	2024
JANUARY	259,733	325,939	349,168	365,811
FEBRUARY	237,003	268,346	310,308	304,849
MARCH	251,710	254,687	314,152	325,079
APRIL	316,741	328,645	344,283	369,792
MAY	302,025	320,770	356,811	351,781
JUNE	314,701	345,385	348,084	383,528
JULY	295,357	338,253	362,797	394,950
AUGUST	307,177	344,233	361,840	359,532
SEPTEMBER	345,458	318,028	356,626	367,354
OCTOBER	112,289	326,439	336,711	364,350
NOVEMBER	460,845	323,232	343,975	344,322
DECEMBER	299,194	333,647	335,562	349,503
TOTALS	3,502,233	3,827,604	4,120,318	4,280,852
			Current Budget	4,571,000



LOCAL HOTEL & MOTEL TAX

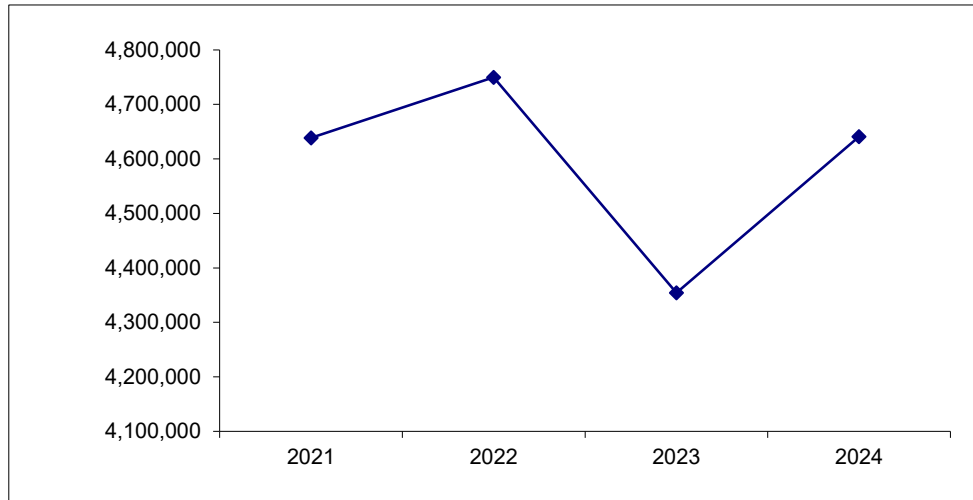
MONTH	2021	2022	2023	2024
JANUARY	45,696	62,215	71,531	69,918
FEBRUARY	38,938	70,247	89,816	70,454
MARCH	46,068	65,323	74,851	64,019
APRIL	61,645	76,916	111,415	106,694
MAY	64,188	76,544	78,123	120,452
JUNE	80,612	95,446	114,607	132,888
JULY	82,463	104,261	112,386	117,509
AUGUST	96,057	91,208	124,206	117,815
SEPTEMBER	132,160	114,943	159,762	120,172
OCTOBER	39,548	101,643	142,033	120,933
NOVEMBER	147,855	120,882	116,698	113,553
DECEMBER	78,023	89,647	102,974	103,337
TOTALS	913,254	1,069,274	1,298,403	1,257,743
			Current Budget	1,324,000



Projected Revenues

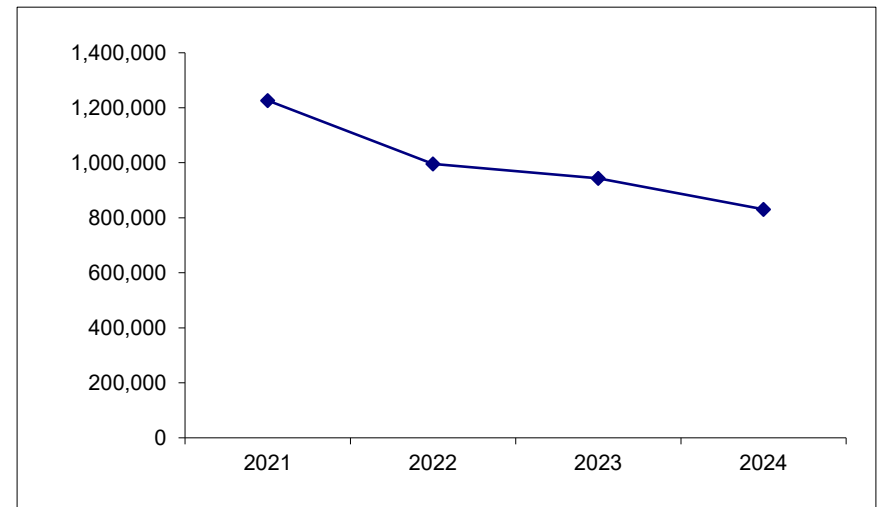
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023	2024
JANUARY	387,338	451,232	494,772	-
FEBRUARY	-	-	511,814	410,027
MARCH	964,355	1,170,976	459,507	491,881
APRIL	406,775	453,756	411,867	848,133
MAY	369,203	376,488	357,677	379,750
JUNE	348,848	327,903	307,264	317,704
JULY	338,442	311,731	273,044	374,376
AUGUST	338,344	323,917	277,163	354,321
SEPTEMBER	375,057	323,685	319,748	372,023
OCTOBER	372,509	316,968	310,248	376,713
NOVEMBER	324,568	318,048	291,359	339,887
DECEMBER	413,270	375,073	339,785	376,140
TOTALS	4,638,709	4,749,776	4,354,248	4,640,956
			Current Budget	5,002,000



LOCAL CABLE TV TAX

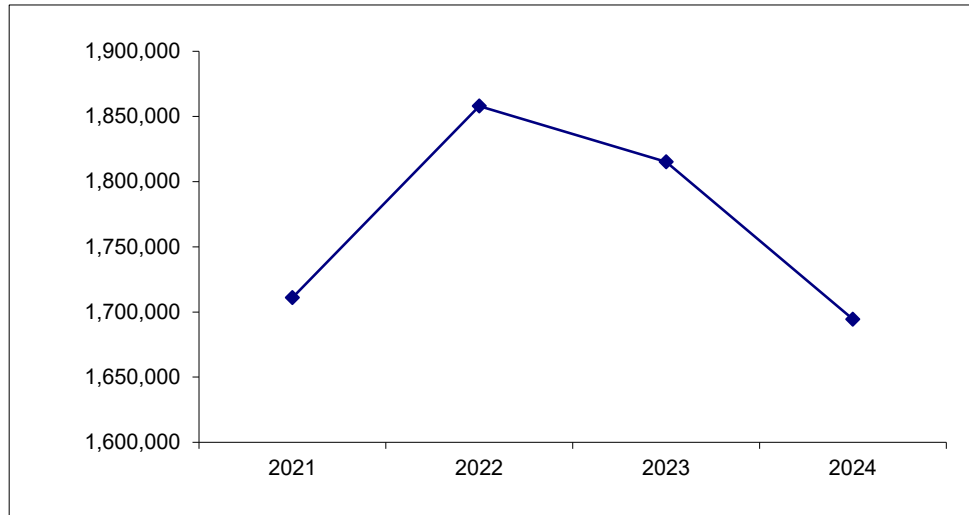
MONTH	2021	2022	2023	2024
JANUARY	115,677	13,687	11,674	10,413
FEBRUARY	248,600	235,066	228,468	210,193
MARCH	-	-	-	-
APRIL	14,722	12,982	-	9,672
MAY	238,382	245,500	241,582	204,165
JUNE	-	-	-	-
JULY	-	-	10,736	-
AUGUST	252,130	254,979	224,680	195,602
SEPTEMBER	-	-	-	-
OCTOBER	-	-	10,312	-
NOVEMBER	254,330	233,712	215,736	200,878
DECEMBER	102,715	-	-	-
TOTALS	1,226,555	995,925	943,187	830,924
			Current Budget	1,031,000



Projected Revenues

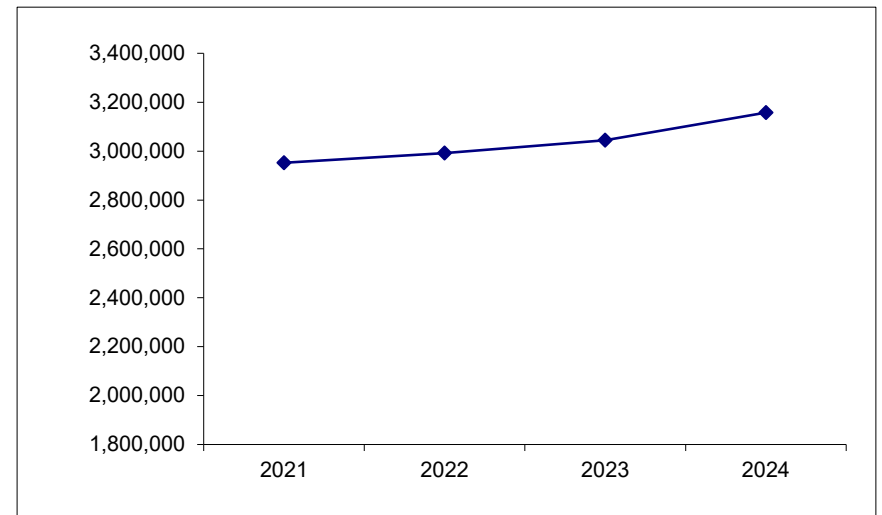
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023	2024
JANUARY	137,973	155,334	154,093	127,282
FEBRUARY	116,174	146,251	142,970	155,267
MARCH	137,669	125,153	138,333	106,685
APRIL	141,621	142,456	150,252	157,234
MAY	143,395	147,235	147,736	147,473
JUNE	146,898	162,643	163,482	166,102
JULY	145,659	164,199	168,250	135,720
AUGUST	150,514	166,136	151,650	158,490
SEPTEMBER	151,331	173,019	154,583	148,184
OCTOBER	52,940	162,198	148,377	139,352
NOVEMBER	239,007	162,085	149,939	130,163
DECEMBER	147,717	151,229	145,591	122,508
TOTALS	1,710,898	1,857,939	1,815,258	1,694,461
			Current Budget	1,834,000



STATE MOTOR FUEL TAX

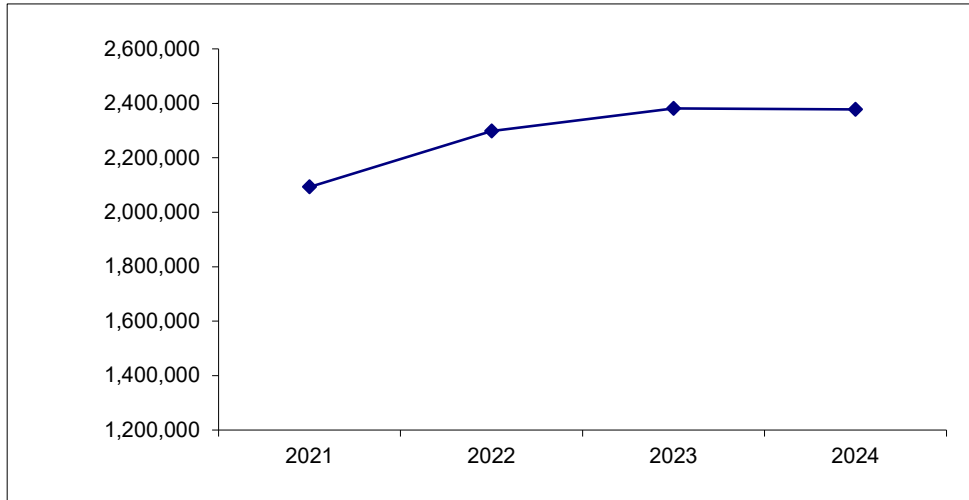
MONTH	2021	2022	2023	2024
JANUARY	252,696	283,072	275,250	275,245
FEBRUARY	220,266	258,944	220,663	235,090
MARCH	208,011	178,756	225,950	263,008
APRIL	215,526	253,405	219,333	230,465
MAY	250,786	255,437	250,551	253,637
JUNE	248,729	256,227	254,697	246,458
JULY	255,517	265,264	264,536	270,657
AUGUST	253,309	259,754	251,674	267,644
SEPTEMBER	274,663	249,395	262,001	284,706
OCTOBER	263,188	252,007	277,605	274,875
NOVEMBER	242,427	239,391	249,118	270,738
DECEMBER	267,134	240,655	292,462	284,843
TOTALS	2,952,253	2,992,307	3,043,839	3,157,365
			Current Budget	2,933,000



Projected Revenues

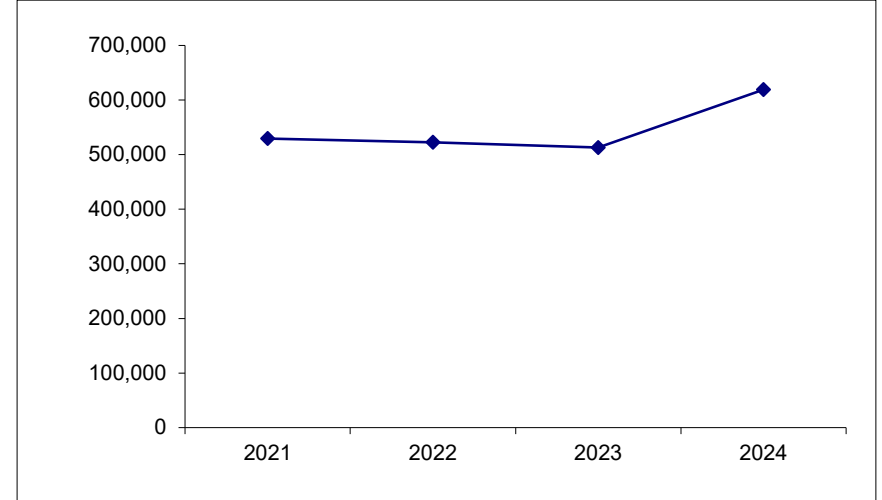
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023	2024
JANUARY	85,531	186,950	187,712	186,224
FEBRUARY	-	194,055	194,632	196,329
MARCH	85,407	165,854	192,027	170,364
APRIL	176,056	170,074	196,183	196,168
MAY	257,275	230,570	233,599	226,183
JUNE	244,343	217,794	208,034	213,948
JULY	223,954	197,376	214,828	206,141
AUGUST	208,113	183,024	191,592	188,197
SEPTEMBER	217,309	190,168	196,948	198,173
OCTOBER	203,717	182,080	188,283	200,227
NOVEMBER	196,248	191,184	190,493	193,432
DECEMBER	194,733	189,255	186,923	201,789
TOTALS	2,092,686	2,298,383	2,381,255	2,377,176
			Current Budget	2,536,000



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023	2024
JANUARY	3,989	-	-	2,556
FEBRUARY	-	6,010	250	2,547
MARCH	2,459	702	3,677	250
APRIL	2,018	-	100	-
MAY	194,556	288,825	143,125	266,825
JUNE	312,435	217,825	330,921	332,910
JULY	-	3,280	26,953	2,209
AUGUST	6,600	200	2,055	2,765
SEPTEMBER	3,593	600	400	2,035
OCTOBER	100	150	2,665	3,291
NOVEMBER	-	3,093	-	3,607
DECEMBER	3,807	1,914	2,900	-
TOTALS	529,556	522,599	513,047	618,996
			Current Budget	513,000



ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: January 21, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: **Tim Gleason**, City Manager
Cordaryl M. Patrick, Director of Economic & Community Development

SUBJECT: Resolution Receiving and Filing Annexation Agreement-McLeod Properties, LLC
Resolution Scheduling Public Hearing-Annexation Agreement

RECOMMENDATION: Staff recommends that the attached annexation agreement be received and placed on file and scheduled for publication. The agreement is scheduled for final action at the February 21, 2025, City Council meeting.

BACKGROUND: This annexation agreement with McLeod Properties, LLC positions the City of Decatur to annex two parcels, generally located North of I-72 and West of State Route 48 into the city to further grow its economic development opportunities and serve the best interest of the City. The agreement also caps McLeod Properties, LLC permit fees at \$50,000 for a 611,000 square foot warehouse development located at 3960 East Mound Road.

ATTACHMENTS: Annexation agreement and resolutions.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND FILING
PROPOSED ANNEXATION AGREEMENT LOCATED GENERALLY NORTH OF I-72 AND
WEST OF STATE ROUTE 48**

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

Section 1. That the Proposed Annexation Agreement presented to the Council herewith between the City of Decatur and McLeod Properties, LLC regarding the annexation of territory located generally North of I-72, West of State Route 48 and legally described on said Agreement, be, and the same is hereby, received and placed on file.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to until the further order of the Council, place and keep said Proposed Annexation Agreement on file in the office of said Clerk and to make the same available at all times during regular business hours for public inspection.

PRESENTED, PASSED, APPROVED and RECORDED this 21st day of January 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

ANNEXATION AGREEMENT

This Annexation Agreement made by and between the CITY OF DECATUR, ILLINOIS, a municipal corporation (“City”), and MCLEOD PROPERTIES, LLC, an Illinois Limited Liability Corporation (“McLeod”).

WHEREAS, McLeod is the owner of the following described premises:

Part of Lot One (1) of Tiedmann Addition, as per plat recorded in Book 1832, Page 662 of the Records in the Recorder’s Office of Macon County, Illinois. Situated in Macon County, Illinois. Said part described as follows:

Beginning at a point, said point being the South corner of said Lot 1 of Tiedmann Addition; thence N 01 degree 10’ 44” W to the Southwest corner of Lot 2 of Tiedmann Addition, 841.11 feet; thence N 88 degree 49’ 16” E to a point on the West Right of Way line of the Illinois Central Gulf Railroad, 686.75 feet; thence S 38 degree 03’ 08” W along the West Right of Way line of the Illinois Central Gulf Railroad, 1,085.86 feet to the point of beginning. EXCEPT that part conveyed to Rising Star Properties by Warranty Deed recorded in Book 3936, Page 632 as Document No. 1762016. Situated in Macon County, Illinois.

AND

Lot Two (2) of Tiedmann Addition, as per Plat Recorded in Book 1832 Page 662 of the Records in the Recorder’s Office of Macon County, Illinois. Situated in Macon County Illinois, except the East 50 feet thereof,

which Premises (“Subject Property”) are located outside of the corporate limits of the City and are contiguous thereto and may be annexed to the City, as provided under Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et. seq; and,

WHEREAS, McLeod desires to annex said Subject Property to the City, but only upon certain terms and conditions; and,

WHEREAS, McLeod desires to construct and develop a new 611,000 square foot warehouse at the property located at 3960 East Mound Road, Decatur, Illinois 62521 (“Development”) upon certain terms and conditions; and,

WHEREAS, the City Council of the City of Decatur, after due and careful consideration, has concluded that the annexation of the Subject Property to the City would further the orderly growth of the City, enable the City to control the development of the Subject Property, and serve the best interests of the City; and,

WHEREAS, any fire protection district, library district and other entity or person entitled to notice prior to annexation of the Subject Property to the City has been given notice thereof by the City; and,

WHEREAS, all public hearings required by law prior to the adoption of any provision of this Agreement have been held; and,

WHEREAS, the City agrees that the terms and conditions, as contained herein, are reasonable and acceptable.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and assumed herein, and pursuant to the authority of 65 ILCS 5/11-15.1-1 et seq., the City and McLeod agree as follows:

Section 1. The parties enter into this Agreement pursuant to and in accordance with the applicable provisions of the Illinois Municipal Code, 65 ILCS 5/11-et.seq, and the Codes and Ordinances of the City.

Section 2. A Petition for Annexation of the Subject Property shall be filed with the City by McLeod no later than February 25, 2025 in compliance with 65 ILCS 5/7-1-8, said petition to describe the Subject Property and to request that the same be annexed to and included within the corporate limits of the City.

Section 3. The City hereby waives any requirement otherwise applicable that McLeod pay to the City any fee for filing the petition referred to in Section 1 hereof.

Section 4. That upon receipt of said annexation petition, the City shall annex the Subject Property to the City as provided by law.

Section 5. As an express condition of this Agreement, the City hereby agrees that the maximum

building permit fees to be assessed for improvements to the Development shall be in an amount not to exceed Fifty Thousand Dollars (\$50,000). If McLeod fails to file the Petition for Annexation, McLeod will be liable and responsible to pay the entire amount of the permit fees for Development including those waived by City in reliance on this Agreement.

Section 6. The provisions of this Agreement shall supersede the provisions of any ordinance, code or regulation of the City which may be in conflict with the provisions of this Agreement.

Section 7. If any provision of this Agreement is held invalid, the remainder hereof shall not be affected thereby.

Section 8. This Agreement shall bind the heirs, successors, and assigns of the City and McLeod and shall inure to the benefit of the parties hereto, their successors and assigns, provided that McLeod shall have no right to assign this Agreement except in connection with conveyances of all or any portion of this Subject Property.

Section 9. Nothing herein shall in any way prevent the alienation, encumbrance or sale of the Subject Property or any portion thereof and the new owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed. Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum thereof) shall be recorded in the Office of the Recorder of Macon County, Illinois; and a certified copy of the Ordinance adopting this Agreement shall be filed with the Macon County Clerk.

Section 10. Any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement or have other such relief for the breach thereof as may be authorized by law or which by law or in equity is available to them.

Section 11. It is understood by the parties that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for thirty (30) days after a notice specifying such default is given to the defaulting party, the non-defaulting party may by mandamus or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

Section 12. Unless stated otherwise, any notice required or permitted under this Agreement shall be in writing and shall be deemed given on the date of mailing when mailed by regular, registered or certified mail to the following addressees:

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

McLeod Properties, LLC
Mark McLeod
5002 Cundiff Court
Decatur, IL 62526

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year below.

DATED this _____ day of February 2025.

THE CITY OF DECATUR, ILLINOIS

BY: _____
Mayor Moore Wolfe

ATTEST:

Kim Althoff,
City of Decatur City Clerk

MCLEOD

BY: _____

Name: _____
(Print)

Its: _____

RESOLUTION NO. _____

**RESOLUTION SCHEDULING PUBLIC HEARING FOR PROPOSED ANNEXATION
AGREEMENT LOCATED GENERALLY NORTH OF I-72
AND WEST OF STATE ROUTE**

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

Section 1. That pursuant to 65 ILCS 5/11-15.1-1 et seq. a public hearing is hereby scheduled upon a proposed annexation agreement between the City of Decatur and the owner of the property described below, said public hearing being scheduled before this Council on February 18, 2025, at 5:30 P.M. in the City Council Chambers:

Part of Lot One (1) of Tiedmann Addition, as per plat recorded in Book 1832, Page 662 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Said part described as follows:

Beginning at a point, said point being the South corner of said Lot 1 of Tiedmann Addition; thence N 01 degree 10' 44" W to the Southwest corner of Lot 2 of Tiedmann Addition, 841.11 feet; thence N 88 degree 49' 16" E to a point on the West Right of Way line of the Illinois Central Gulf Railroad, 686.75 feet; thence S 38 degree 03' 08" W along the West Right of Way line of the Illinois Central Gulf Railroad, 1,085.86 feet to the point of beginning. EXCEPT that part conveyed to Rising Star Properties by Warranty Deed recorded in Book 3936, Page 632 as Document No. 1762016. Situated in Macon County, Illinois.

AND

Lot Two (2) of Tiedmann Addition, as per Plat Recorded in Book 1832 Page 662 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County Illinois, except the East 50 feet thereof.

Section 2. That the City Clerk be, and she is hereby, directed to cause notice of said public hearing to be published as provided by law.

PRESENTED, PASSED, APPROVED and RECORDED this 21st day of January 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

DATE: 1/21/2025

MEMO: 2025-01

TO: Honorable Mayor and City Council Members

FROM: Jim Edwards, Director of IT
Tim Gleason, City Manager

SUBJECT:

Resolution Authorizing Acceptance of Bodine Proposal Regarding City Fiber Extension from Eisenhower High School to Firehouse 7

SUMMARY RECOMMENDATION: City Staff recommends that City Council approve the attached Resolution authorizing the attached proposal from Bodine Electric for \$530,500 for the purchase and installation of 144 strand fiber optic cable expanding the reach of the City Fiber Optic Network to the East side of the lake and terminate at Firehouse 7.

BACKGROUND:

City owns, manages, and maintains a 144-strand fiber infrastructure, which is a high-speed telecommunications network and provides reliable communication links to and among its own buildings and can provide connectivity options for schools, institutions of higher education, libraries, museums, research institutions, state agencies, other units of local government, and other local businesses. The City is continuing to expand its fiber optic communication network throughout Decatur to connect other City buildings as well as offer better high-speed options to other interested third parties. This action will further fulfill the City's vision of extending access to City fiber to the eastern parts of the community.

In August of 2024, City Council approved installation of a fiber conduit under the lake at Lost Bridge in a cooperative agreement with the Sanitary District of Decatur. This provided a conduit pathway to get city fiber to the East side of the lake. The proposal before you today will extend the city fiber conduit from Eisenhower High School to the conduit going under the lake beginning on the west side of Lost Bridge. The conduit is further extended into the eastern part of the city on the east side of the bridge and routed by Muffley School (to be connected to city fiber at a later date) and extends to the northeast to Firehouse 7. Although this does not connect up everything of interest in the eastern quadrant of the city, it does fulfill a major milestone with getting city fiber services east of the lake. Other connection points to be considered in the future include Baum and Montessori schools, the Airport, as well as other interest in that region.

The city has utilized Bodine Electric for many of its fiber optic construction projects since 2015. They were involved with the conduit placement under the lake at lost bridge which just completed. There are some compelling reasons we should consider our in-town fiber partner, Bodine Electric, for this work:

1. They are a local in town fiber construction contractor.
2. We utilize them for emergency fiber splicing and repair on the entire city fiber network.
3. They are a local in town fiber construction contractor.
4. They have the ability to meet Minority Worker requirements.
5. They have done excellent work and are highly regarded by the city.
6. They are offering us a 15% discount under their standard rates in a good faith effort to ensure a good

competitive quote.

They are able to secure material purchases equal to or lower than post pandemic costs.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

On August 21, 2023, Resolution # R2023-169, Resolution Authorizing Acceptance of Bodine Proposal Regarding City Fiber Extension from Richland Community College to East Hospitality Lane. (attached as backup material)

On October 7, 2024, Resolution Authorizing Acceptance of Other Associated Costs to Install Fiber Conduit under Lake Decatur at Lost Bridge Road. (attached as backup material)

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Jim Edwards, IT Director

BUDGET/TIME IMPLICATIONS: The City of Decatur was awarded Federal Stimulus American Rescue Plan (ARP) funds of which can be used for Fiber Broadband Infrastructure Expansions. A portion of these funds were made available in the fiscal year 2022 and placed in the Fiber Optics Capital ARP budget for projects like this one. Being able to establish a good Fiber path under the lake at Lost Bridge for a fraction of the cost of earlier estimates enabled our available ARP funding to totally fund this project. The cost of this project will be paid for from Fiber Fund 77 Fiber Optics Capital ARP account with no overages.

ATTACHMENTS:

1. Resolution & Quote
2. Prior Resolution Brush College Road
3. Prior Resolution Lost Bridge Road
4. Fiber Extension from Eisenhower to FH7
5. City of Decatur Fiber Network

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF BODINE PROPOSAL
REGARDING CITY FIBER EXTENSION FROM EISENHOWER HIGH SCHOOL TO
FIREHOUSE 7**

WHEREAS, the City owns, manages and maintains a 144-strand fiber infrastructure providing high speed telecommunications to the community; and,

WHEREAS, the fiber infrastructure provides reliable communications and connectivity to units of local government, educational facilities, state of Illinois agencies, museums, local businesses and other facilities; and,

WHEREAS, the City continues to expand its fiber communications network throughout Decatur in its goal of providing access to all parts of the community; and,

WHEREAS, the Sanitary District of Decatur, IL (SDD) installed a 2-inch Fiber Conduit alongside their Forced Main pipe under Lake Decatur at Lost Bridge Road for a future fiber expansion to the east side of the lake; and,

WHEREAS, the City desires to complete an underground fiber conduit path from Eisenhower High School to Firehouse 7; and,

WHEREAS, there exists a need for other extensions of the fiber communications network to the east side of the City to provide future fiber access to several schools, the airport, and other entities; and,

WHEREAS, the city desires to utilize Bodine Electric for the additional work required who has been a provider and installer of fiber infrastructure in the City and was involved in the conduit placed under the lake at Lost Bridge Road; and,

WHEREAS, Bodine Electric is currently able to secure favorable prices and quick turn around on conduit and other materials needed for this fiber infrastructure extension; and,

WHEREAS, the City desires to expedite the installation and extension of the network to the area described above and enter into an agreement for such without putting the work out for bid due to reaching a favorable agreement on price and deep experience the City has with Bodine Electric; and,

WHEREAS, this work will be funded by ARP funds that were issued to the City Information Technology Department for Fiber extension projects like this one; and,

WHEREAS, it was determined that it is in the best interest of the City to proceed with the attached Bodine Electric proposal.

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

Section 1. That the Proposal and Quote received from Bodine Electric for completion of this Fiber extension, attached as Exhibit A, presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order from the City of Decatur, Illinois, to Bodine Electric for a total not to exceed \$530,500.

PRESENTED AND ADOPTED this 21st day of January 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Traffic Division

1845 North 22nd Street ■ Post Office Box 976 ■ Decatur, IL 62526
Phone (217) 423-2593 ■ (800) 252-3369 ■ Fax (217) 420-4275

January 6, 2025

Project: City of Decatur Fiber Optic Cable Installation – Eisenhower to FH 7
Location: Decatur, IL
Attention: Jim Edwards

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified per Attachment “A” provided by The City of Decatur.

This quote has been discounted 15% as additional work for the City Fiber Project. We have been able to secure pricing on the duct and fiber like past projects unfortunately the quartzite pricing has increased.

- Provide and install 2” pinpoint duct, and handholes from S 16th St in front of Eisenhower HS to FH 7.
- Provide and install 144F from S 16th St to FH 7.
- Provide terminations on 16th St in existing quartzite and inside FH 7. City to provide equipment required inside FH 7.
- We have not included the drop to Muffley School. We will leave a handhole and fiber loop in the ROW at school.
- We have not included sales tax.
- **Our Price: \$530,500.00 Dollars.**
 - **Quote is based on Bodine Electric selected “best route”. City of Decatur will have final say in route and any price adjustments.**

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur’s work until completed.



- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the materials market, this proposal will be held firm for **30** days.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.

Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.

Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

Regards,

Scott McIntyre
Project Manager

RESOLUTION NO. R2023-169

**RESOLUTION AUTHORIZING ACCEPTANCE OF BODINE PROPOSAL
REGARDING CITY FIBER EXTENSION FROM RICHLAND COMMUNITY
COLLEGE TO EAST HOSPITALITY LANE**

WHEREAS, the City owns, manages and maintains a 144-strand fiber infrastructure providing high speed telecommunications to the community; and,

WHEREAS, the fiber infrastructure provides reliable communications and connectivity to units of local government, educational facilities, state of Illinois agencies, museums, local businesses and other facilities; and,

WHEREAS, the City continues to expand its fiber communications network throughout Decatur in its goal of providing access to all parts of the community; and,

WHEREAS, Bodine Electric has been a provider and installer of the fiber infrastructure in the City; and,

WHEREAS, there exists a need for additional extensions of the fiber communications network to the northeast quadrant of the City to provide access to locations north of Richland Community College; and,

WHEREAS, Bodine Electric is nearing completion of fiber infrastructure work in Decatur and is willing to proceed with the additional extension described above at a discounted rate if it can be started immediately upon the completion of their current project; and,

WHEREAS, Bodine Electric is currently able to secure favorable prices on materials needed for the fiber infrastructure extension; and,

WHEREAS, the City desires to expedite the installation and extension of the network to the area described above and enter into an agreement for such without putting the work out for bid due to the time constraints and agreement on price with Bodine Electric; and,

WHEREAS, it was determined that it was in the best interest of the City to proceed with the attached proposal of Bodine Electric.

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

Section 1. That the Proposal and Quote, received from Bodine Electric for installing fiber optic cable, presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Bodine Electric for \$170,000.

PRESENTED AND ADOPTED this 21ST day of August 2023.


JULIE MOORE WOLFE, MAYOR

ATTEST:


KIM ALTHOFF, CITY CLERK



Traffic Division

1845 North 22nd Street ■ Post Office Box 976 ■ Decatur, IL 62526
Phone (217) 423-2593 ■ (800) 252-3369 ■ Fax (217) 420-4275

August 1, 2023

Project: City of Decatur Fiber Optic Cable Installation – Brush College North
Location: Decatur, IL
Attention: Jim Edwards

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified per Attachment “A” provided by The City of Decatur.

This quote has been discounted 10% if acted upon within 30 days as additional work for the City Fiber Project. We have leveraged our material buys based on the original City Fiber Project and have commitments from our vendors for 30 days.

- Provide and install 2” pinpoint duct, handholes, 144 count fiber optic cable from handhole across from RCC to E Hospitality Ln.
- Provide terminations on the RCC end and a splice enclosure on the E Hospitality Ln end.
- We have not included sales tax.
- **Our Price: \$170,000.00 Dollars.**

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur’s work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the materials market, this proposal will be held firm for 30 days.



We further reserve the right to negotiate the terms of the contract that the customer may wish to use.
Bodine Electric's payment terms are 30 days from date of invoice.

Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.

Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

Regards,

Scott McIntyre
Project Manager

ATTACHMENT A

FIBER INSTALL SPECIFICATIONS

SPECIFIC FIBER REQUIREMENTS:

The primary purpose of this specification is to obtain a turnkey solution that provides for installation of underground fiber optic extensions from existing underground fiber work on Brush College Road in the City of Decatur (City). Handholes are to be placed at intersections in at least 500-foot intervals or at least every other block. 100-foot cable loops (coils) of fiber will be left in each hand hole to provide suitable length to accommodate future fiber splicing for local area laterals and endpoints to connect buildings and provide the ability to recover from fiber breaks.

The City fiber network will support no less than 10 gigabit (IEEE 802.3ae) transmission capacity for data, voice, and video systems per fiber. The City requests that vendor offer a design that provides an advantageous and highly flexible solution based on the evaluation criteria identified herein. The City and vendor will agree to a final engineering design.

The Fiber optic network shall consist of 144 strands of single mode fiber. This bid is for fiber optic infrastructure only. Network electronics to light the fiber will be provided by the City separately.

1. Vendor's Responsibilities

The Vendor is responsible for submitting an initial design with its proposal. To complete the initial design, the City shall conduct initial surveys of any proposed alternate fiber routes.

a. Engineering and Design

The Vendor shall submit an engineering plan, survey of route(s), deviations from suggested routes and justification. The vendor shall undertake any required permitting, notifications, and negotiations for securing right of way when required. The design shall also include detailed scale schematic drawings illustrating the planned fiber cable route.

b. Codes

The proposed solution shall comply with all applicable Federal, State, City, or other regulatory agency codes and regulations relative to communications equipment and installation requirements. Equipment and installation shall comply with building codes and fire code rules and regulations. The Bidder shall be responsible for obtaining all necessary plan checks, permits, and inspections.

c. References

The publications listed below form a part of this specification to the extent referenced. All equipment and installation services shall be manufactured and/or performed in accordance with the most recent versions of the listed standards, codes, and regulations at the time of installation.

A. NFPA 70	National Electric Code
B. IEEE C2	National Electrical Safety Code
C. ICEA S-87-640	Fiber Optic Outside Plant Communications Cable
D. TIA J STD-607-A	Commercial Building Grounding (Earthing) and Bonding Requirements
E. TIA 455-107A	Component Reflectance or Link/System Return Loss using a Loss Test Set
F. TIA 455-46A	FOTP-46 Spectral Attenuation Measurement for Long-Length, Graded Index Optical Fibers
G. TIA 455-78B	FOTP-78 Optical Fibers, Part 1-40 Measurement Methods and Test Procedures – Attenuation
H. TIA 472D000-A	Fiber Optic Communications Cable for Outside Plant Use
I. TIA 492CAAA	Class IVA Dispersion-Un shifted Single Mode Optical Fibers
J. TIA 526-7	Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant OFSTP-7
K. TIA 590-A	Standard for Physical Location and Protection of Below Ground Fiber Optic Cable Plant
L. TIA 758-A	Customer-Owned Outside Plant Telecommunications Cabling Standard
M. TIA/EIA 455-B	Standard Test Procedures for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices and other Fiber Optic Components
N. TIA/EIA 568-B.1	Commercial Building Telecommunications Cabling Standard – Part 1: General Requirements
O. TIE/EIA 568-B.3	Optical Fiber Cabling Components Standard
P. TIA/EIA 569-A	Commercial Building Standards for Telecommunications Pathways and Spaces
Q. TIA/EIA 598-B	Optical Fiber Cable Color Coding
R. TIA/EIA 606-A	Administration Standard for the Telecommunications Infrastructure

S. USDA RUS 1755	Telecommunications Standards and Specifications for Materials, Equipment and Construction
T. USDA RUS Bulletin 1751F-630	Underground Plant Design
U. USDA RUS Bulletin 1751F-643	Design of Aerial Plant
V. USDA RUS Bulletin 1751F-815	Electrical Protection of Outside Plant
W. USDA RUS Bulletin 1753F-201	Acceptance Tests of Telecommunications Plant
X. USDA RUS Bulletin 1753F-401	Splicing Copper and Fiber Optic Cables

2. System Components

The vendor shall furnish all components necessary to form a complete outside plant fiber optic cable system. Components shall include:

a. Fiber Optic Cabling

Bulk fiber optic cabling for the fiber optic network shall be 144 strand, single mode, 8/125-micron, 0.10 aperture 1310 nanometer fiber optic cable in accordance with the most recent versions of the listed standards, codes and regulation at the time of installation. The fiber optic cable shall meet the optical and mechanical performance requirements in accordance with ICEA S-87-640.

b. Fiber Optic Splices and Splice Enclosures

Provide fiber optic cable splices and splicing materials for fusion or mechanical splice methods at suitable locations along the routes with as few splices as necessary to minimize attenuation. The splice insertion loss shall be no greater than 0.3 dB when measured in accordance with TIA 455-78-B using an Optical Time Domain Reflectometer (OTDR). Splices shall be designed for a return loss of 40.0 dB maximum when tested in accordance with TIA 455-107A. Each splice shall be protected by a splice enclosure specifically designed for the splice.

Provide oversized ground boxes suitable for housing and protecting fiber optic splice enclosures in a neat and orderly fashion. Splice organizers/enclosures shall allow for a minimum of one meter of fiber for each fiber within the enclosure to be neatly stored without kinks or twists. Splice organizers shall accommodate individual strain relief for each splice and allow for future maintenance or modification without damage to the cable or splices. Provide splice enclosures and organizer hardware, such as splice trays, protective shelves, and shield bond connectors in a splice organizer kit.

c. Cable Strand Terminations

Twelve strands (to be determined) of the 144-strand cable are to be spiced to the existing City fiber plant. at 5 of the six locations and 24 strands of fiber at the other location. The north endpoint will terminate in a spice enclosure and be

placed in the hand hole with a 50-foot fiber loop for future splicing. All splices will be in hand holes and contained in weatherproof splice enclosures.

- d.** Vendor shall restore all land including sidewalks and road pavement disturbed during the installation of the buried fiber raceway and ground boxes. Property will be back filled, tamped in to reduce settling, ground worked and leveled, grass seed spread, and then covered by straw.

3. Installation

The vendor shall install all system components and appurtenances in accordance with manufacturer's instructions, IEEE C2, and NFPA 70. Provide all necessary interconnection terminations, splices, services, and adjustments required for a complete and operable outside fiber optic cable system.

- a.** Cable Pulling

The vendor shall obtain from the manufacturer and provide to the City the maximum allowable pulling tension. This tension shall not be exceeded.

- b.** Cable Splicing

Fiber optic splicing shall be in accordance with manufacturer's specification and shall exhibit an insertion loss not greater than 0.2 dB for fusion splices and not greater than 0.4 dB for mechanical splices.

- c.** Permits

Permits for Railroad, State Highway crossings, Utilities and Boring/Excavations are the responsibility of the contractor. There will be no additional permit requirement from the City for excavation; this is covered in Chapter 37 of the City Code.

4. Testing and Performance

- a.** Testing and Performance Verification

Testing personnel shall demonstrate to City personnel that the provided system is functioning as required in this document. The Installer will document the test results and submit a formal report to the City for review. The Installer will also document a list of required system repairs when system issues were encountered, corrected, and retested. Retests will also be witnessed by the City personnel.

- b.** Factory Testing

All fiber optic cable strands shall be factory tested prior to shipping to the job site, using an Optical Time Domain Reflectometer (OTDR), in accordance with TIA/EIA 568-B.1, TIA/EIA 568-B.3, and TIA 526-7. Calibrate the OTDR to

show anomalies of 0.2dB minimum. Submit test reports, including manufacture date for each cable reel and obtain City approval prior to delivery of the cable reel to the job site.

c. Field Quality Control

Provide the City with at least 10 days advance notice prior to conducting all testing. Provide all labor, materials and equipment required for testing. Correct all defective material and workmanship disclosed as a result of the tests. Furnish a signed copy of the test results to the City after each segment of construction is completed. Perform testing as construction progresses and do not wait until all construction is complete before starting field tests.

d. Acceptance Testing

Perform acceptance testing in accordance with RUS Bulletin 1753F-201 and as specified. Provide personnel, equipment, instrumentation and supplies necessary to perform required testing. Notification of any planned testing shall be given to the City at least 10 days prior to any test unless specified otherwise. Test plans shall define the tests required to ensure that the system meets technical, operational and performance requirements. The test plan shall identify the capabilities to be tested. Test results shall be provided in hard copy and electronic format suitable to the City.

Test fiber optic cable in accordance with TIA/EIA-455-B and as further specified in this section.

e. Optical Time-Domain Reflectometer Test (OTDR)

The OTDR test shall be used to determine the adequacy of the cable installations by showing any irregularities, such as discontinuities, micro-bending or improper splices for the cable span under test. Hard copy fiber signature records shall be obtained from the OTDR test for each fiber in each span and shall be included in the test results. In this install only one way will be able to be tested as the north end will not be terminated. Conduct OTDR test and provide calculation or interpretation of results in accordance with TIA-526-7 for single-mode fiber. Splice losses shall not exceed 0.3 db.

5. Documentation/Maintenance Technical Information

All system documentation shall be delivered to the City's Fiber Project Manager.

a. File Formats

Starting with any documents related to this document, all documentation provided by the Bidder shall be provided in Microsoft Office, AutoCAD, ESRI shape files, or any other format agreed to by the City. Any specialized software required to view, edit, or otherwise maintain or use provided information will be provided and included as part of the proposal by the Bidder.

b. As-Built Fiber System Documentation

Provide Registered Communications Distribution Designer (RCDD) approved drawings and documentation in accordance with TIA/EIA-606-A. The identifier for each termination and cable shall appear on the drawings. Drawings shall depict the final outside plant fiber optic cable system in accordance with TIA/EIA-606-A. The drawings should provide details required to demonstrate a completely operational outside plant fiber optic cable system.

c. Warranty/Maintenance

All fiber optic cable, terminating equipment, materials and services furnished by the vendor shall be warranted free from defects in material and workmanship, and shall conform to this document including those exceptions agreed to by the City. In the event any such defects become evident within the warranty period, the vendor shall correct the defect at its option by (1) repairing any defective components; (2) furnishing necessary replacement components; or (3) redoing the faulty services. Labor to perform warranty services will be provided at no charge during the warranty period.

The vendor further warrants that during the warranty period the equipment and services furnished under the contract resulting from this document shall operate under normal use and service as a complete system, which shall perform in accordance with this document and the bidder's response thereto, including those exceptions agreed to by the City.

The warranty period shall be a period of 12 months from the date of final system acceptance as defined herein. The City envisions that the completed system, properly serviced and maintained, will operate according to manufacturer's specifications for a period of at least 25 years.

Claims under any of the warranties herein are valid if made within 30 days after termination of the warranty period. In addition, the following specific requirements apply to the vendor's warranty:

- i. All equipment furnished hereunder is new and of current manufacture.
- ii. The City shall notify the vendor within a reasonable time after the discovery of any failure or defect during the warranty period.
- iii. Should the vendor fail to remedy any major failure within 8 hours, or any minor failure or defect within 10 consecutive days after receipt of notice thereof, the parties shall meet and discuss an extension of time which may be fair and equitable under the circumstances, failing which the City shall have the right to replace, repair, or otherwise remedy such failure or defect at the vendors' expense.
- iv. The vendor will obtain any warranties which contractors or suppliers give in the regular course of commercial practice and shall apply the same to

the benefit of the City. Copies of any of these warranties shall be provided to the City.

- v. The City will not be responsible for the storage of any equipment associated with the project.
- vi. The vendor shall remedy, at its own expense, damage caused by the vendor to City-owned or controlled real or personal property.
- vii. The vendor shall be liable to the City for supply of information, materials, and labor necessary for mandatory revisions determined by the manufacturer for the duration of the warranty period at no cost to the City.
- viii. The acceptance of systems/equipment by the City shall not limit the City's warranty rights set forth above with respect to defects in materials or workmanship.

d. Warranties on Additional Equipment

Warranty on any additional system components purchased after acceptance of the initial system will be for not less than 12 months after the date the hardware or software is accepted and placed in service.

e. Maintenance during the Warranty Period

Proposals shall describe how maintenance and repair will be handled during the warranty period. During the warranty period, the vendor will respond to all service calls at no additional cost to the City. Service calls shall be responded to 24 hours a day, seven days a week, since the network will support vital City operations (not just during normal business hours). The amount of time required for the vendor to respond shall be within two hours (remote access is acceptable for initial response). Vendor response may be in the form of a call-back from a qualified technician, or remote support. The vendor will have qualified technicians available to respond to major system malfunctions within four hours and for minor system malfunctions within two business days during the warranty period. The City reserves the right to decide whether a system malfunction is classified as major or minor.

Acceptance of the work of the vendor, upon completion of the project, shall not preclude the City from requiring strict compliance with the contract, in that the vendor shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The one-year limit specified above shall not void or limit this requirement for little used features or functions.

6. General Information and Additional Requirements

- a. 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.

- b. Protection against Price Increases - The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.
- c. 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.
- d. Payment and Invoices – A Purchase Order will be issued for this work. 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.
- e. 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.
- f. Prevailing Wage - Public Act 100-1177: 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 Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor'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.
- g. Compliance with Illinois Works Jobs Program Act- City of Decatur (COD) contractors must comply with requirements in the Illinois Works Jobs Program

Act (30 ILCS 559/Art. 20). COD contractors will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

- h.** Compliance with Business Enterprise Program (BEP)- COD contractors acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. COD contractors shall maintain compliance with the BEP Utilization Plan which establishes a utilization goal of 8% for Minorities, Females, and Persons with Disabilities. Successful bidder will submit regular reporting to COD of compliance showing at least 8% participation of Minorities, Females, and Persons with Disabilities in the fulfillment of this project. COD contractors shall comply with all reporting requirements.
- i.** Compliance with the Employment of Illinois Workers on Public Works Act- COD contractors acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the City of Decatur is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then COD contractors shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. COD contractors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved.

RESOLUTION NO. R2024-320

**RESOLUTION AUTHORIZING ACCEPTANCE OF OTHER ASSOCIATED COSTS TO
INSTALL FIBER CONDUIT UNDER LAKE DECATUR AT LOST BRIDGE ROAD**

WHEREAS, the City owns, manages and maintains a 144-strand fiber infrastructure providing high speed telecommunications to the community; and,

WHEREAS, the fiber infrastructure provides reliable communications and connectivity to units of local government, educational facilities, state of Illinois agencies, museums, local businesses and other facilities; and,

WHEREAS, the City continues to expand its fiber communications network throughout Decatur in its goal of providing access to all parts of the community; and,

WHEREAS, The Sanitary District of Decatur, IL (SDD) is installing a 14-inch Forced Main pipe under Lake Decatur at Lost Bridge Road; and,

WHEREAS, the City desires to use the same route SDD is utilizing for their 14-inch pipe install by piggy backing our 2-inch fiber conduit to it; and,

WHEREAS, The city desires to utilize Bodine Electric for the additional work required who has been a provider and installer of fiber infrastructure in the City; and,

WHEREAS, there exists a need for additional extensions of the fiber communications network to the east side of the City to provide fiber access to a firehouse, several schools, and other entities; and,

WHEREAS, Bodine Electric is currently able to secure favorable prices and quick turn around on conduit and other materials needed for this fiber infrastructure extension; and,

WHEREAS, the City desires to expedite the installation and extension of the network to the area described above and enter into an agreement for such without putting the work out for bid due to the time constraints and favorable agreement on price with Bodine Electric; and,

WHEREAS, it was determined that it was in the best interest of the City to coordinate this project with the SDD's forced sewer main replacement and save nearly \$400,000 in costs.

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

Section 1. That the Proposal and Quote received from Bodine Electric for completion of the Lost Bridge Fiber Raceway, attached as Exhibit A, presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order from the City of Decatur, Illinois, to Bodine Electric for a total not to exceed \$22,750.

PRESENTED AND ADOPTED this 7th day of October 2024.


JULIE MOORE WOLFE, MAYOR

ATTEST:


KIM ALTHOFF, CITY CLERK

EXHIBIT A



Traffic Division

1845 North 22nd Street • Post Office Box 976 • Decatur, IL 62526
Phone (217) 423-2593 • (800) 252-3369 • Fax (217) 420-4275

October 2, 2024

Project: City of Decatur – Lost Bridge Fiber Raceway
Location: Decatur, IL
Attention: Jim Edwards

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified.

- Provide 2" SDR 7 pipe for installation with 14" force main.
- Receive SDR 7, load on our reel trailer, deliver to jobsite.
- When bore is finished, unroll remaining SDR 7, secure ends and remove reel trailer.
- **Our Price: \$22,750.00 Dollars.**

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur's work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the copper market, this proposal will be held firm for 15 days.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.



Traffic Division

1845 North 22nd Street ■ Post Office Box 976 ■ Decatur, IL 62526
Phone (217) 423-2593 ■ (800) 252-3369 ■ Fax (217) 420-4275

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- Due to the volatility of the copper market, this proposal will be held firm for 15 days.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.



Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.

Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

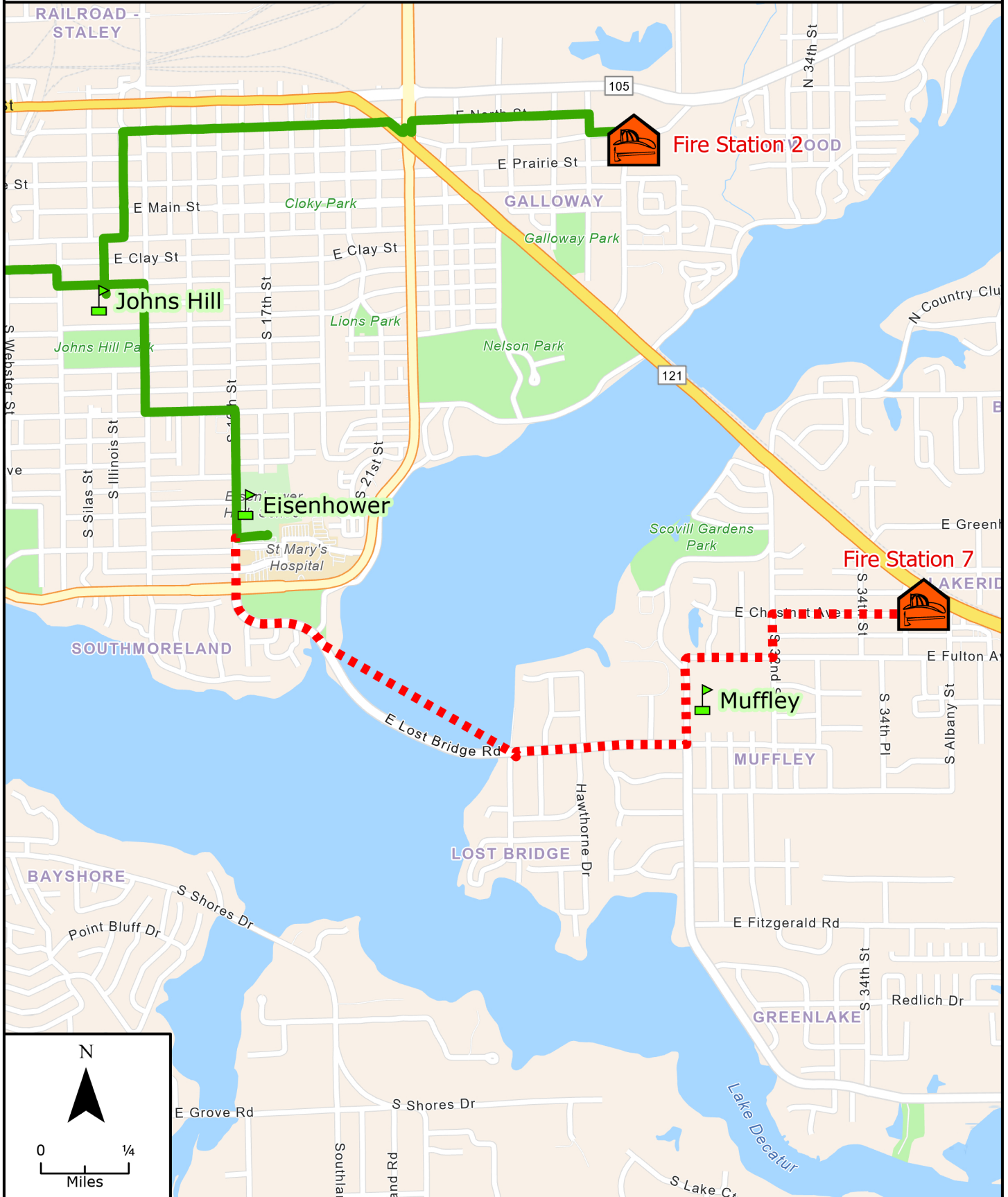
Regards,

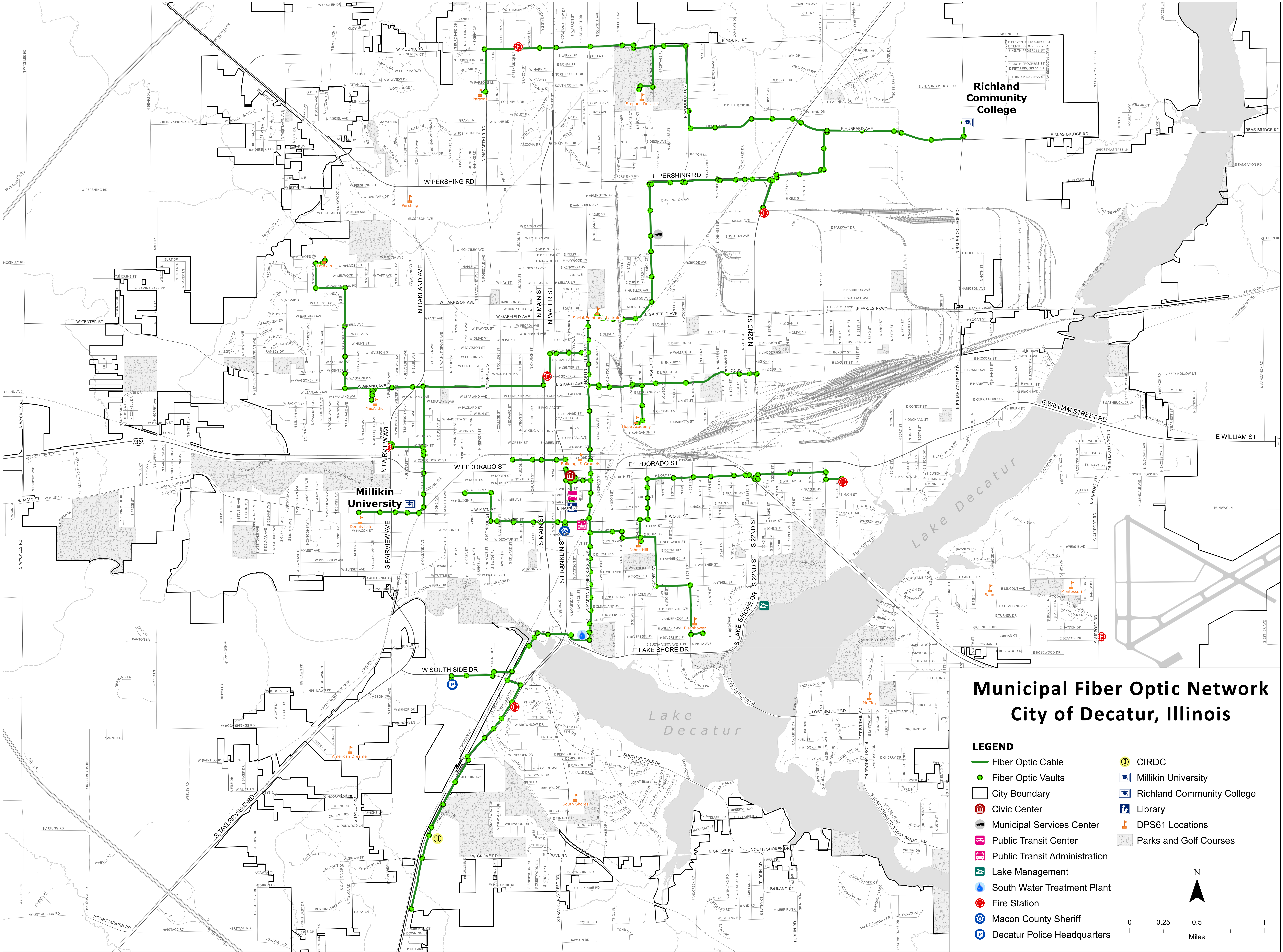
Scott McIntyre
Project Manager

LEGEND

- Proposed Fiber
- Existing Fiber

PROPOSED FIBER OPTIC NETWORK EXTENSION CITY OF DECATUR, IL





ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 25-01

January 21, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Richelle L. Dunbar, Asst. Dir. of Economic & Community Development

SUBJECT: Authorization accepting FY24 Community Development Block Grant (CDBG) fund Agreement

RECOMMENDATION: Staff recommend accepting the FY24 agreement for CDBG funds. The U. S. Department of Housing and Urban Development reviewed and approved the City’s FY24 Annual Action Plan. The 2024 allocation includes \$1,303,056 in Community Development Block Grant (CDBG) funds. The FY24 HOME Investment Partnership (HOME) funds were approved by City Council in November 2024.

BACKGROUND: In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Revitalization Division develops an Annual Action Plan. The Annual Action Plan describes funding allocations for fiscal year 2024 along with strategic implementation of the priorities identified in the City’s Five Year FY2020-2024 Consolidated Plan. The CDBG agreement was received on January 7, 2025. The City Council reviewed and approved use of CDBG and HOME funds during the adoption of the FY24 budget.

The approved plan is available for review on the City’s website.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Comments and information were secured through public meetings and input from a variety of community organizations.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle Dunbar, Asst. Dir., or Economic & Community Dev., at 424-2864 or e-mail rdunbar@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT WITH U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)
FY2024**

WHEREAS the City of Decatur desires to continue our partnership with U.S. Department of Housing and Urban Development (HUD) to bring funding to our community and;

WHEREAS the City has provided millions of dollars to low and moderate-income residents and expanded opportunities for these same residents and;

WHEREAS, the Mayor and City Council agree, accepting this grant is in the best interests of the City of Decatur.

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

Section 1. That the allocation of \$1,303,056 in CDBG funds as outlined in the FY24 Action Plan and agreement be, hereby approved, adopted and placed on file.

Section 2. That the Mayor, City Manager, and/or the City Clerk, are hereby recognized and directed to sign, seal and attest said grant agreements related to funds received on behalf of the City of Decatur.

Section 3. That the Economic & Community Development Director and/or the Asst. Director, are hereby authorized to sign, seal and attest said agreements, environmental reviews, expenditures, and other documents related to funds received from HUD on behalf of the City of Decatur.

PRESENTED AND ADOPTED this January 21, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Decatur	3a. Grantee's 9-digit Tax ID Number 376001308	3b. Grantee's 9-digit DUNS Number HCL3MP6L8XV5 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1 Gary K. Anderson Plaza Decatur, IL 62523-1005	4. Date use of funds may begin 05/01/2024	
	5a. Project/Grant No. 1 B-24-MC-17-0008	6a. Amount Approved \$1,303,056.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donald G. Kathan		Grantee Name (Contractual Organization) CITY OF DECATUR	
Title CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 1/6/2025	Signature <u>X</u>	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 05/01/2024	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2024	FY 2023
b. Funds now being Approved		\$1,303,030.00	\$ 26.00
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature <u>X</u>

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

- (j) The Grantee shall attend the CDBG timeliness workshop as noted and described in the letter invitation from HUD entitled “CDBG Timeliness Workshop: Working Together to Address Noncompliance with Timely Expenditure Requirements: Community Development Block Grant (CDBG) Program.”

Addendum # 1 to Agreement B-24-MC-17-0008
Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Signature:

X

Date

(mm/dd/yyyy):

Title:

/ /

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

RESOLUTION NO. R2025- _____

**RESOLUTION AUTHORIZING SECOND MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DECATUR AND THE DECATUR PUBLIC LIBRARY AND
COUNCIL 31, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO ON BEHALF OF AFSCME LOCAL 268**

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

Section 1. That the Second Memorandum of Understanding presented to the City Council herewith between the City of Decatur and the Decatur Public Library and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO on behalf of AFSCME Local 268 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 said Second Memorandum of Understanding on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of January 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

SECOND MEMORANDUM OF UNDERSTANDING

This SECOND MEMORANDUM OF UNDERSTANDING ("the **"Second MOU"**") is made as of January_ , 2025, by and between the **CITY OF DECATUR** and the **DECATUR PUBLIC LIBRARY** (collectively the "Employer") and **COUNCIL 31, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** (the "Union") on behalf of **AFSCME LOCAL 268** (all collectively the "Parties").

RECITALS

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement (the "**CBA**") covering the period May 1, 2017, through December 31, 2026;

WHEREAS, in late 2022, Employer and the Union informally discussed modifications to the CBA including a salary increase in 2023 for covered employees, adding Juneteenth as a holiday, and extending the term of the CBA for an additional year to December 31, 2027; and

WHEREAS, the Union ratified the proposed CBA modifications on October 26, 2022, and on November 2, 2022, the parties executed a first Memorandum of Understanding to formally amend and modify the CBA, as set forth therein;

WHEREAS, the Employer and the Union informally discussed additional modifications to the CBA including a salary increase in 2025 for covered employees of four and four-tenth percent (4.4%) and extending the term of the CBA for an additional year to December 31, 2028.

NOW, THEREFORE, in consideration of the Recitals set forth above, which are incorporated herein and made a part hereof, and for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Article XXIV. Article XXIV of the CBA regarding Wages is struck in its entirety and replaced with the following:

"ARTICLE XXIV

WAGES

- (A) On May 1, 2017, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.
- (B) On January 1, 2018, the pay rates for all bargaining unit classifications and steps shall be increased by three-quarter percent (.75%), which rates are set forth in the attached Salary Schedules.
- (C) On January 1, 2019, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.

- (D) On January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by one and five-tenth percent (1.5%), which rates are set forth in the attached Salary Schedules.
- (E) On January 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (F) On January 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (G) On January 1, 2023, the pay rates for all bargaining unit classifications and steps shall be increased by three and one-half percent (3.5%), which rates are set forth in the attached Salary Schedules. At the next regularly scheduled payroll following January 1, 2023, Employees subject to this Agreement shall additionally receive a one-time bonus of one-half percent (.5%) of their annualized 2023 compensation.
- (H) On January 1, 2024, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (I) On January 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by four and four-tenth percent (4.4%), which rates are set forth in the attached Salary Schedules.
- (J) On January 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (K) On January 1, 2027, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (L) On January 1, 2028, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.
- (M) In the event non-bargaining unit members receive a common increase in their base pay during the term of this agreement in excess of the percentages hereinabove set forth, excluding promotions and merit pay, bargaining unit members shall receive an annual salary adjustment of the same percentage.
- (N) Between January 1, 2021 and December 31, 2021, the Employer reserves the right, upon written notice to the Union, to re-open and renegotiate financial and economic provisions of the Agreement only, including, but not limited to Articles XXI and XXIV, unless the parties mutually agree to re-open other non-financial and economic provisions. If Employer re-

opens any financial or economic provision of this Agreement prior to December 31, 2021 and the parties do not reach mutual agreement on such re-opened financial or economic provisions this Agreement shall terminate upon Employer providing ninety (90) day notice to the Union.”

(With emphasis added to changes).

2. Article XXXI. Article XXXI of the CBA regarding Termination is struck in its entirety and replaced with the following:

“ARTICLE XXXI

TERMINATION

This Agreement shall be effective on May 1, 2017 and shall remain in full force and effect for a period of eleven (11) years and eight (8) months until the 31st day of December, 2028. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.”

(With emphasis added to changes).

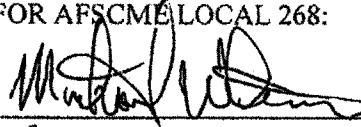
3. Ratification of Prior Agreement. Except to the extent modified by this Second MOU or the first MOU, all terms and conditions of the CBA shall remain in full force and effect. From and after the date of this Second MOU, all references to the CBA shall be deemed to be references to the CBA as amended by this Second MOU. If any of the terms and conditions of this Second MOU conflict with any of the terms and conditions of the CBA, then the terms and conditions of this Second MOU shall supersede and control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Second Memorandum of Understanding

FOR AFSCME LOCAL 268:



Michael Williams & Brett

Dated _____

APPROVED AND ACCEPTED BY THE
CITY OF DECATUR

By _____
City Manager

Dated _____

ATTEST:

City Clerk

FOR DECATUR PUBLIC LIBRARY





Dated 12/12/24

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COUNCIL 31, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AND ITS LOCAL UNION 268**

AND

**THE CITY OF DECATUR AND THE DECATUR PUBLIC
LIBRARY**

TERM:

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AGREEMENT

This Agreement has been made and entered into by and between the City of Decatur and the Decatur Public Library (hereinafter referred to as the "Employer") and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the ("Union")) on behalf of AFSCME Local 268.

The Union has been duly certified by the Illinois State Labor Relations Board for the purpose of collective bargaining for the unit of all Library employees as follows:

Included: All full-time and part-time employees of the Decatur Public Library in the classifications of: System Administration Support Specialists, Routing Clerk II, Technical Services Clerk II, Acquisitions/Interlibrary Loan Clerk II, Bookmobile Clerk, Driver, Building Custodian, Catalog Clerk I, Extension Clerk II, Head Library Page, Junior Cataloger, Library Assistant, Library Clerk I, Library Clerk II, Library Clerk Typist, Library Driver and Library Page.. Senior Building Custodian.

Excluded: Members of the Library Board, City Librarian, Assistant City Librarian, Librarian, Systems Administrator, Assistant Head of Building Division, Acquisitions Supervisor, Administrative Aide, Library Administrative Assistant, Administrative Secretary, Head of Adult Division Head of Building Division,, Head of Children's Division, Head of Circulation Division, Head of Extension Division, Head of Technical Division, Assistant Head of Technical Division Processing Supervisor and all managerial, supervisory, confidential employees and all other employees excluded under the Act.

ARTICLE I

RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative and agrees to bargain wages, hours, terms and conditions of employment with the exclusive bargaining representative.

Section 2. Legality

The Employer and the Union agree to abide by the Illinois State Labor Act and any rules or regulations thereunder.

ARTICLE II

MANAGEMENT RIGHTS

Section 1.

Except as amended, changed or modified by the specific provisions expressed in

this Agreement, the parties understand and agree that the management of the Library, the control of the premises, and the direction of the employees are vested exclusively in the Library, and includes, but is not limited to, the following:

- (A) The right to select, hire, transfer, promote, demote, lay off, assign and supervise employees;
- (B) The right to suspend, discharge or otherwise discipline employees;
- (C) The right to determine and change starting times, quitting times, shifts, and the number of hours to be worked by employees;
- (D) The right to determine staffing patterns, including, but not limited to, the assignment of the employees, duties to be performed, qualifications required and areas worked;
- (E) The right to make rules and regulations to govern the employees; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any rule changes.
- (F) The right to determine individual qualifications and the qualifications required for the job classifications;
- (G) The right to contract out any work;
- (H) The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the Library; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any such changes.
- (I) The right to determine or change the methods or means by which Library operations are to be carried on.

Section 2.

The Library retains all rights that it had before the execution of this Agreement and retains the right to carry out all other functions, whether or not exercised by the Library prior to the execution of this Agreement.

Section 3.

The Library shall not promote, aid or finance, during the life of this Agreement, any rival lab or group for the purpose of undermining the Union.

ARTICLE III

UNION RIGHTS

Section 1. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement and shall result in no interference of work.

Section 2. Time Off for Union Activities

(A) The Employer shall grant the Union ten (10) days per year without pay for state or international Union conventions under the following conditions:

- (1) No more than two (2) employees may be absent at the same time.
- (2) The employee must give at least seven (7) days written notice to his/her supervisor prior to such leave.
- (3) The employee may use unused vacation time or approved unused personal leave time.
- (4) Two employees who are duly appointed or elected as a Union officer or steward may conduct Union business up to eight (8) hours per month on the following conditions:
 - (a) The Union business may be conducted during the first and last hour of the officer's or steward's assigned shift.
 - (b) The Union business may be conducted only after notifying said employee's immediate non-bargaining unit supervisor and subject to the supervisor's permission, which permission shall not be unreasonably withheld.
 - (c) The Union shall be afforded thirty (30) minutes for new employee orientation at the conclusion of the new employee's probationary period. A joint meeting shall occur in the subsequent thirty (30) minutes with the Union and the Employer being present for positive programming.

Section 3. Union Bulletin Boards

The Employer shall provide one official Union bulletin board. The board shall be for the sole and exclusive use of the Union and shall contain only Union related information.

Section 4. Notice of Personnel Changes

Every three (3) months, the Employer shall provide the Union with a listing of all personnel transactions involving bargaining unit employees, including new hires, promotions, demotions, reclassifications, layoffs, reinstatements, terminations and transfers.

Section 5. Distribution of Union Literature

The Union shall be allowed reasonable use of the Employer's inner library mail system to distribute Union literature.

Section 6. Use of Employer's Facilities

The Union shall have the right to reasonable use of the meeting room of the Library for official Union meetings, providing such room is available; prior notice has been given to the Librarian five (5) working days in advance of the meeting; there is no interruption of the Library services; and the Union reimburses the Library for any additional costs incurred as the result of the Union's use of the room.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

During the term of this Agreement neither the Employer nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, sexual orientation, national origin, political affiliation or with regard to whether any person is or is not affiliated with the Union.

Section 2. Union Activity

The Union and the Employer agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights under the Illinois Public Labor Relations Act, or under this Agreement, or on account of membership or nonmembership in the Union.

ARTICLE V

DUES CHECK-OFF

Section 1. The Employer agrees to deduct from the pay of those employees who individually request one or more of the following:

- (A) Union membership dues, assessments or fees;
- (B) P.E.O.P.L.E. contributions;
- (C) Earthmovers Credit Union contributions.

Upon authorization by an employee filed with the Director of Finance for the City of Decatur, Illinois, the Employer shall deduct from the wages or salary of such employee such sums as are certified by the Treasurer of the Union or the employee, which sums so deducted shall be delivered to Council 31 or the Earthmover Credit Union on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him, or such check is not large enough to satisfy said deductions, no deductions shall be made from the wages or salary of such employee for that month.

Section 2. Fair Share Deduction

The City shall deduct from the wages or salary of each employee in any classification listed in the first page of this Agreement as being included in the collective bargaining unit who is not subject to the wage deduction described in Section 1 of this Article, and at the same time such deduction is made, an amount certified to the City by the Union as the fair share of each such employee of the Union's cost relating to the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment, ("fair share deduction"), but such amount shall not exceed the amount of dues uniformly required of members and deducted pursuant to said Section 1 of this Article. Such amount deducted as provided herein shall be delivered to Council 31 on or before the 15th day of the month next succeeding the month in which said amount was deducted and provided that said amount may be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union, as provided by law.

Section 3. Indemnification

The Union shall indemnify, defend and hold the Library and City harmless against any claim, demand, suit or liability arising from any action taken by the Library or City in complying with this Article.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a written complaint by the Union or a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

Section 2. Time Limitation

Grievances must be filed within ten (10) working days of the occurrence of the event or within ten (10) working days of when the grievant should have been aware of the violation.

They may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step Three [3].

If the grievant has filed an appeal with the Civil Service Commission over a subject matter identical to that of employee's grievance, the parties agree that the grievance procedure and the awards and settlements thereunder will not be applicable.

Section 3. Grievance Meetings

The grievant and the Union steward shall be allowed to participate in Step 1, Step 2 or Step 3 of the grievance meeting during working hours without loss of pay.

Section 4. Grievance Steps

- Step 1: The employee and/or one (1) Union representative shall orally contact his/her immediate supervisor or designee. The employee's immediate supervisor shall, within ten (10) working days, orally inform the employee and the Union of his/her decision. For purposes of this Article, the working day shall be defined as any day on which the Employer's administrative offices are open and conducting business.
- Step 2: If the grievance is not settled at the first step, the Union shall prepare a written grievance and present it to the City Librarian or the Assistant City Librarian or the Deputy Director no later than ten (10) working days after the Step 1 answer is given or due. The written grievance shall state the Section or Sections of the Agreement that have allegedly been violated. Within ten (10) working days after the grievance is presented to Step 2, the City Librarian or his/her designee shall discuss the grievance with the grievant and the Union. The City Librarian shall respond, in writing, within ten (10) working days following the meeting, informing the grievant and the Union of his/her decision.
- Step 3: If the matter is not adjusted at Step 2, or no answer is given within the time specified, the Union may, by written notice to the Employer, within ten (10) working days after the Step 2 answer is given or due, appeal the grievance to arbitration.

Section 5. Arbitration Procedures

Within thirty (30) days of submission of a matter to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within twenty (20) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party may reject one entire panel of arbitrators. In the event a party strikes the entire panel of arbitrators, a joint request for a new list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service within ten (10) working days. Within ten (10) working days of receipt of the final list, the parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. Within five (5) working days of selection the arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union's representatives. A time and place for the hearing shall be scheduled within ten (10) working days. The arbitrator shall be notified of the issue where mutually agreed to by the parties. All hearings shall be held in the City of Decatur, unless mutually agreed otherwise.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from any of the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be borne equally. The decision and award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee and/or employees involved, except for any right of appeal.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available, without charge, to the arbitrator. If the other party desires a copy, it shall pay one-half of the transcription fee and the full cost of duplicating its copy.

Section 6. Processing Grievances

- (A) The grievant and necessary witnesses whose testimony is pertinent to the grievant's presentation or argument will be permitted reasonable time without loss of pay to attend the arbitration hearing and up to one (1) hour without loss of pay for purposes of preparation with the attorney or AFSCME Council 31 Representative.
- (B) The Employer, the Union and the grievant shall cooperate in the investigation of any grievance.

ARTICLE VII

DISCIPLINE

Section 1.

Upon just cause a bargaining unit employee may be administratively disciplined by an oral reprimand, a written reprimand, suspension or discharge. A copy of such discipline shall be forwarded to the Union and the employee within five (5) days of the day the discipline was issued. An oral reprimand will be documented in writing.

Section 2.

Suspensions and discharges from the classified service shall be in accordance with the rules of the Civil Service Commission and the State Law with regard to Civil Service for Cities.

Section 3.

No prior discipline may be relied upon in any subsequent disciplinary matter after two (2) years from its placement in an employee's personnel file unless such prior discipline applies to major infractions, including, but not limited to sexual harassment, threats against individuals, possession or use of intoxicants, illegal drugs or look alike drugs or being under the influence of such while on duty, destruction of property, theft of property or leaving work without the consent of the supervisor unless due to an imminent emergency.

Section 4.

If an Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 5.

If a disciplinary meeting is held, the employee has a right to request that a union representative be present. Prior to the imposition of any suspension subject to the grievance and arbitration procedures established by this Agreement, the City Librarian and a supervisor or designee shall meet with the employee sought to be suspended and a Union representative. Such meeting shall be limited to informing the employee of the nature of the charges resulting in the suspension and an opportunity for the employee to address, explain or refute the charges. No witnesses or other extraneous evidence will be permitted at such meeting. Said meeting may be postponed by the employee, but only due to the unavailability

of a Union representative and not beyond the end of the second business day following that on which the meeting was originally scheduled; if at that time the employee is still unwilling to meet without a Union representative, the suspension may be imposed without the necessity for such meeting. The meeting otherwise required by the provisions of this Section may be waived by concurrence of the City Librarian, the employee and the Union.

Section 6.

No employee shall be required to take a polygraph exam.

ARTICLE VIII

LIBRARY SCHEDULE AND HOURS OF WORK

Section 1. Hours Of Work

(A)

- (1) The regular hours of duty each day shall be consecutive except that they may be interrupted by a lunch period and even if so interrupted, such lunch period shall be disregarded in considering whether or not such hours are consecutive.
- (2) Work schedules showing the employee's shift, workdays and hours shall be posted at convenient places and times. The Employer shall not change a posted work schedule within fourteen (14) calendar days prior to the employee's shift except for operational needs. Operational needs is defined to include shortage of available staff due to sickness, vacation, vacancies, training and/or other employee leaves of absence, and acts of God.
- (3) Workweek is defined to mean from Monday through Sunday.
- (4) Sunday Operation:
 - (a) The Library shall notify the Union sixty (60) days prior to the commencement of any Sunday hours.
 - (b) The most senior employees shall have the option of selecting one (1) Sunday for each month of the schedule rotating down the seniority list to the least senior. No employee shall be required to work more than one (1) in four (4) consecutive Sundays.
 - (c) Employees shall not be assigned to work on a Sunday during periods when they have approved vacation or a leave of absence.
 - (d) Sunday library operations shall be closed on any Sunday prior to the actual or observed, recognized holidays on the following Monday.

- (e) An employee who is scheduled to work on a Saturday may request that his or her Sunday assignment shall be for that same weekend. The administration will make a good faith effort to comply with such a request.
- (f) The library will be closed on Easter Sunday.
- (B) Each employee working seven and one-half (7.5) hours or more shall receive a duty free lunch period not to exceed sixty (60) minutes.
- (C) Each employee working four (4) hours a day or more shall be provided with a fifteen (15) minute rest period during each four (4) hour work period.

Section 2. Overtime

Hours worked in excess of 40 hours per week shall be paid at 1-1/2 times the employee's regular rate of pay. All overtime must be approved in advance by the employee's supervisor.

Section 3. Call Back Pay

Maintenance staff being called into work and reporting for work outside their regular working hours shall receive two (2) hours minimum pay.

Section 4. Holiday and Overtime Work Assignments

The assignment of holiday and overtime work shall be in accordance with divisional needs.

Section 5. Schedules

Schedule shall be posted thirty (30) days in advance by the first day of the month. Schedules shall not be changed except in cases of emergency or with mutual agreement between the Employer and the employee.

Section 6. Flextime

The Employer shall provide the employees with flextime opportunities under the following conditions:

- (A) Flextime shall only be granted if there is mutual agreement between the Employer and the employee.
- (B) A request for flextime shall not be unreasonably denied.

ARTICLE IX

Vacations

Section 1.

All regularly employed part-time and full-time bargaining unit employees shall receive the following vacation:

1-7 Years – 2 weeks' vacation per year
8-14 Years – 3 weeks' vacation per year
15-19 Years – 4 weeks' vacation per year
20+ Years – 5 weeks' vacation per year

This vacation schedule shall be effective on the date the Agreement has been signed by all parties.

Section 2.

Initial eligibility of staff for paid vacation shall be attendant upon completion of twelve (12) months of employment.

Section 3.

After the initial eligibility period, vacation time will be credited on an annual basis on the anniversary date of the employee. Anniversary dates of employee shall be the original date of hire. An employee terminating employment between anniversary dates will be credited with the amount of vacation earned up to the time of termination.

Section 4.

Vacation time will not accumulate without the express written consent of the City Librarian. Notwithstanding the above, vacation time will accumulate if the employee has since been denied vacation requests during two (2) different scheduling periods and the requests were submitted ninety (90) days prior to the anniversary date.

Section 5.

Vacation time may be scheduled in increments of one (1) hour or more. Management shall grant employee vacation requests on the basis of library seniority provided the employee submits the request between January 1 and 31 of each year. All other requests will be scheduled on a first-come, first-served basis, shall not be unreasonably denied, and Library staffing requirements shall take precedence over vacation requests. If an employee schedules vacation time and subsequently determines that he/she does not wish to exercise the scheduled vacation time, the employee must give four (4) weeks' notice that the employee does not desire to exercise the selected vacation time. If an employee fails to provide such notice, he/she will be required to use the scheduled vacation time.

Section 6.

Vacation time may be taken in consecutive anniversary years with the permission of the City Librarian.

Section 7.

No vacation time accrues during leaves of absence.

Section 8.

Employees will not be paid in lieu of vacation except at the time of retirement, resignation, or termination.

Section 9.

Vacation benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.

ARTICLE X

HOLIDAYS

The following holidays will be observed by the Library and regularly employed staff members will be given the day off with pay or another day off with pay in lieu of the holiday in accordance with the following provisions:

- (A) The following days are observed as staff holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Presidential Election Day and Christmas Day.
- (B) When an observed holiday falls on a Sunday, the Library will be closed and the following Monday shall be observed as the holiday.
- (C) An employee who is scheduled off duty or who is required to work on an observed holiday shall be given equivalent time off on another day to be scheduled at the convenience of the employee and his/her department.
- (D) To be eligible for holiday pay the employee shall be in pay status and entitled to payment for the entirety of both his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday.
- (E) When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with the holiday and retain the vacation day.
- (F) On December 24 and December 31, full-time employees scheduled to work on those days shall receive 1.5 hours of granted leave.

- (G) Holiday benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.
- (H) With the approval of the City Librarian, up to two holidays (16 hours, full-time; 8 hours, part-time) may be rolled over into the next fiscal year (January-December) Employees that accrue holiday time may request payment for such time within the fiscal year earned. An employee will have a maximum of five unused holidays at any time. (40 hours, full-time; 20 hours; part-time).

ARTICLE XI

INSURANCE

Section 1. Medical/Hospitalization

- (A) The Library shall participate in the City of Decatur's group medical and hospitalization insurance plan. The cost of coverage for each full-time employee shall be assumed by the Library. Notwithstanding the foregoing, all Employees hired during the term of this Agreement shall be required to pay and contribute for the employee's insurance coverage at the applicable City of Decatur rates for employee contributions for employee medical insurance.
- (B) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group insurance coverage shall remain in effect for up to six (6) months of such leave. The Library will assume the cost of this coverage for the above mentioned 6 month period.
- (C) The Library will contribute toward the cost of dependent coverage for all full-time bargaining unit members \$450.00 per month for the duration of this Agreement. If the Employer elects to re-open the Agreement, as set forth in Article XXIV, Section (L), the Union shall have the right to negotiate the Library's contribution towards dependent and/or family coverage set forth in this provision.
- (D) Retiring employees shall be allowed to purchase insurance through the medical/hospitalization plan if the retiring employee pays the cost involved.

Section 2. Life Insurance

- (A) The Library shall participate in the City of Decatur's group life insurance plan. The Library shall assume the cost of coverage for each full-time employee.
- (B) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group life insurance policy shall remain in effect for up to six (6) months of such leave; and if such illness or injury is certified by the employee's physician to be of a terminal nature and if said employee has retired under the disability provisions of the Illinois Municipal Retirement Fund, his/her group life insurance policy shall remain in

effect for up to twelve (12) months. In the event that the policy adopted by the City of Decatur requires that the group insurance of such employee be converted to individual coverage at a time prior to the time provided herein, the Library will assume the cost of coverage for the converted policy of this employee for a period of six (6) months.

ARTICLE XII

TEMPORARY ASSIGNMENT

- (A) The Employer may temporarily assign an employee to perform the duties of another job title. An employee who is temporarily assigned to a position with a higher pay grade than that of his/her permanent position shall be paid as if he/she had received a promotion with that higher pay grade.
- (B) If the duties of a job title must be temporarily assigned to another employee due to absence or vacation, the most senior person in the department will have the option of performing those duties. If the job title is a pay grade higher than that of the employee performing the duties, the employee will be paid at the higher pay grade for the entire time the employee performed said duties. The employee involved shall be responsible for preparing and submitting the time slip showing the time spent performing the duties of the higher pay grade.

ARTICLE XIII

DEMOTIONS

Demotion is assignment of an employee to a vacant position in a pay grade lower than the employee's current position's pay grade. An employee shall only be demoted for cause. The Employer shall give the employee notice of his/her demotion with reason(s) showing cause for the demotion. A demotion can be appealed directly to the third step of the Grievance Procedure.

This section is inapplicable to Reductions in Force.

ARTICLE XIV

RECORDS AND FORMS

Section 1. Attendance Records

The Employer shall maintain accurate daily attendance records. The employee shall, at a mutually agreeable time, have the right to view his/her time pay records on file with the Employer.

Section 2. Records

Records covered under the Freedom of Information Act shall be available for inspection

upon written request by the Union. Documents and names of witnesses pertinent to current grievances shall be exchanged at the earliest possible step of the grievance procedure.

Section 3. Forms

No employee shall be required to sign undated or incomplete forms.

ARTICLE XV

SENIORITY

Section 1. Full-Time Employees.

Seniority for full-time employees is defined as the employee's total length of service with the Library since his/her most recent date of hire. Seniority for full-time employees is determined by their ranking on the civil service register when more than one individual begins employment in a classification on the same day.

A terminated employee shall have his/her seniority restored if he/she is rehired within one (1) year from the date of his/her termination.

Section 2. Part-Time Employees

Seniority for part-time employees shall be as defined in Section 1 above, except that seniority for part-time employees shall be one-half of the total length of service with the Library since his or her most recent date of hire.

Section 3. Application

Seniority shall, for the purpose of layoff, recall and reinstatement, be as defined above.

ARTICLE XVI

FILLING OF VACANCIES

Section 1. Posting

All permanent bargaining unit vacancies and/or newly created bargaining unit positions shall be posted on a bulletin board for a period of one week, which shall be a period of five (5) consecutive business days. Notice shall also be given to the Union. The posting shall state the position, the pay grade, the job description and the work location. Nothing herein prevents the Employer from temporarily assigning personnel to fill such vacancy and/or newly created bargaining unit positions while it is being posted and filled.

Section 2. Trial Period

Any employee selected for a job vacancy shall have a trial period of six (6) months.

He/she may return to his/her old job within that trial period. For purposes of this section, the Library will be allowed to use a temporary employee to fill the selected employee's former position, until the trial period has been completed. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. Temporary employees will be placed at the lowest vacated level of the pay scale.

Section 3. Promotions

When an employee is promoted, he/she shall be paid at the rate for that position in accordance with the pay scale in which he/she was originally employed. The promoted employee will receive the pay rate at the entry level of the new pay scale or an increase of 5%, whichever is greater.

Section 4. Filling of Vacancies

Permanent vacancies shall be filled in the following order of priority:

- (A) Recall from lay-off in accordance with Article XXII Section 4;
- (B) Recall from lay-off to a position for which the employee is qualified;
- (C) Reinstatement from leave of absence.
- (D) In all other cases vacancies in Library positions shall be filled by current Library employees if qualified. A vacant position shall be posted internally for a period of five (5) days. The position shall be publicly posted at the same time for five (5) days. All applicants shall take the examination to fill the vacancy at the same time. An employee may annually submit a written request between April 1 and April 30 of each year to the Assistant City Librarian in regard to any position for which they wish to apply and are qualified.

If a Library employee is selected to fill a vacancy and accepts the selection, the following shall apply:

- (A) The Library employee shall not be required to resign from the Library even if non-Library employees have submitted themselves to the examination.
- (B) If the Library employee fills a vacancy not deemed to be in the promotional ladder of the old position, he or she shall not have bump-back rights in the event the selected Library employee voluntarily leaves the new position or has been employed in the new position for a period of time exceeding six (6) months.

The beginning rate of pay for all new hires shall be no greater than 10% higher than the entry rate for the appropriate pay range for their new position.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Sick Leave

Bargaining unit members are entitled to sick leave as follows:

- (A) Sick leave is to be used only for appointments with doctors, dentists and other professional medical practitioners and in cases of illness or injury of an employee or the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent or any relative domiciled in the employee's home.
- (B) Sick leave for full-time employees accrues at the rate of eight (8) hours per month to a maximum of two hundred forty (240) days, except that accrual of sick leave for regularly employed part-time employees shall be as stated in Section 8 of Article XXIII. Sick leave may be taken in increments of one-tenth of an hour. Sick leave does not accrue during leaves of absence.
- (C) The Employer may require medical evidence verifying the illness or injury if reasonable grounds exist to suspect abuse or if the leave exceeds three (3) consecutive days. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement will be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his/her duties.
 - (1) "Medical Documentation," for the purposes of this Agreement, shall mean a written statement signed by a person licensed to practice medicine (or their designee) that the employee was medically determined unable to perform his or her duties on the date for which sick leave credit is sought.
 - (2) After forty (40) hours of sick leave being used by a full-time employee, or after twenty (20) hours of sick leave being used by a part-time employee, in any fiscal year, for which no Medical Documentation, is provided, no sick leave credit may be used by that employee for the first eight (8) hours (or the first four (4) hours in the case of a part-time employee) of the next or any succeeding sick leave day, or any part thereof, for which no Medical Documentation, is provided. An office or hospital visit to, or pursuant to the orders of a physician or dentist or licensed medical practitioner, or their designee, shall not be considered as part of the forty (40) sick leave hours, as herein described.

- (3) After a full-time employee has utilized forty (40) hours of sick leave or a part-time employee has utilized twenty (20) hours of sick leave, in any fiscal year, for which no Medical Documentation is provided, Employer shall provide employee a reminder to the employee of the availability of the Employee Assistance Program ("EAP"). Notwithstanding, if employee is otherwise ineligible to participate in the EAP this provision creates no obligation on Employer to expand the existing scope of the EAP to accommodate employee.
- (D) The employee shall give notice to the Employer of his/her use of sick leave as early as possible but at least one hour prior to the start of the employee's work shift, and in the case of an emergency, no later than prior to the beginning of his/her scheduled work shift.
- (E) Employees who have accrued four hundred (400) hours sick leave by January 1 of each year shall be credited with an additional eight (8) hours of personal leave. Part-time employees who have accrued two hundred (200) hours sick leave by January 1 of each year shall be credited with an additional four (4) hours of personal leave. Employees at the current levels depicted shall receive the additional personal leave that is depicted above upon enactment of this agreement.
- (F) An employee who suffers a serious or severe illness or injury shall be permitted to use sick leave days accrued by, and credited to, other employees, but only as provided herein and only when such employee has no accrued sick leave, vacation or personal days. The employee seeking sick leave days must agree, in writing, with the employee or employees from whom such sick leave days are sought, including the total number of days or hours involved, and present such agreement to the City Librarian. No employee shall be permitted to sell or transfer accrued sick leave days for any consideration or thing of value. Permission for the transfer of accrued sick leave days shall not be unreasonably withheld by the Library, subject to State and Federal law. The provisions hereof shall be construed so as to permit agreements between bargaining unit employees and non-bargaining unit employees. Furthermore, an employee may utilize sick time that was received via donations from fellow employees, for follow-up treatment, by agreement of the parties.

Section 2. Leave for Personal Business

All regularly employed full-time employees are entitled to sixteen (16) hours of personal leave per year. Except in cases of emergency, the leave must be approved in advance by the employee's immediate supervisor and is contingent upon adequate staffing. Accrual of personal leave for part-time employees shall be as stated in Section 8 of Article XXIII. Personal leave shall not accumulate.

New full-time employees who are employed between January 1 and June 30 are entitled to sixteen (16) hours personal leave that fiscal year, part-time employees employed during the same period receive eight (8) hours personal leave; those employed full-time between July 1 and December 31 receive eight (8) hours of personal leave for that fiscal year, part-time employees employed during the same period receive four (4) hours personal leave.

Personal leave may be taken in increments of one half (1/2) of an hour.

Section 3. Bereavement Leave

Employees are entitled to up to four (4) days of funeral leave in the event of the death of a member of the family. Family for the purpose of bereavement leave is defined to mean spouse, children, stepchildren, spouse of children, parents of the employee or his/her spouse, stepparents of the employee and of his/her spouse, brothers and sisters of the employee and of his/her spouse, grandchildren and grandparents of the employee, brother-in-law and sister-in-law of the employee, any relation of the employee or of his/her spouse domiciled with the employee.

Staff shall be allowed time off to attend the funeral of another staff member, current or retired, provided that there will remain adequate library staffing.

Section 4. General Leave

Leaves of absence without pay for up to six (6) months may be granted by the City Librarian to bargaining unit employees. A written request for leave shall be made reasonably in advance of such leave.

All leaves of absence shall be subject to the regulations and procedures established by the Civil Service Commission of the City of Decatur.

Fringe benefits shall not accrue to, nor apply to, employees on leave of absence. Any insurance premium shall be maintained by the Library for said employee, provided the insurance carrier approves. The Library will assume the cost for this program for the six month period of absence.

Section 5. Accident or Injury Leave

Absence due to the injury, accident or illness incurred in the employee's employment shall be compensated for in the following manner. The Employer shall pay to the employee any difference between his/her salary and all benefits received under the Illinois Workers' Compensation Act as long as the employee is eligible for sick leave benefits. The sick leave benefits shall be used to make up the salary difference and deductions from sick leave shall be made in the pro rata proportion as is paid. Once the sick leave benefits have been exhausted for this purpose the Employer shall make up the difference in the payment of the regular salary and the workers' compensation benefits paid to the employee so long as the employee is eligible to receive said benefits and has not made a final settlement on his or her work related claim.

Section 6. Jury Duty

Bargaining unit members who are called for jury duty shall be given time off from work to attend to this function. During such absences for jury duty, employees will continue to be paid as if present and working, providing they return to work as scheduled when excused for the day by the court, less any money received from the court in compensation for such jury service.

Section 7. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days (except as provided in Section 5 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave for no more than six (6) months. At the end of six (6) months, the employee must return to work or be deemed to have resigned.

Section 8. Military Leave

A full-time classified employee in the classified service who is a member of a unit of the armed forces of the United States will be granted leave for military duty, training sessions or schools in accordance with applicable federal and state laws.

Section 9. Treatment of Seniority

An employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article except those leaves under Section 4 where there shall be no accumulation of seniority and continuous service.

Section 10. Employee Rights After Leave

Employees who are granted leaves of absence cannot be assured of placement in the same position when they return. They are, however, guaranteed a position in the same classification.

Section 11. Family Leave

The employer will be in full compliance with the Family Medical Leave Act.

ARTICLE XVIII

PERSONNEL FILES

The Employer shall maintain one official personnel file for each employee. Upon twenty-four (24) hours' notice the employee and/or his/her authorized representative shall have the right to review his/her file during the Employer's working hours. If the review occurs during the employee's working hours, it shall be limited to one (1) hour. Upon request, the Employer will reproduce one (1) copy of any material in the personnel file free of charge once a year. All other request for copies shall pay five (5) cents per page.

ARTICLE XIX

WORKING CONDITIONS, SAFETY AND HEALTH

Section 1. Safety and Health

The Employer will conform to safety and health conditions as required by applicable local, state and federal laws. The Health and Safety Committee previously established will continue, but any final decisions as to safety and health rests with the Library Board.

Section 2. Working Conditions

If available, the Employer shall provide all bargaining unit employees with a locker. The Employer shall supply a lounge. The designated area for smoking shall be outside the staff entrance.

Section 3. Damage to Personal Property

If an employee's personal property is damaged by the negligent act of a patron of the Library, the Employer will reimburse the employee up to fifty dollars (\$50) of unreimbursed costs.

Section 4. Inclement Weather and Emergency Closings

When the Library cancels all or part of the work day because of extreme weather conditions, all employees at the work site or scheduled at the work site for the time closed that day shall be given time off with pay.

Section 5. Training

Any training required by the City Librarian shall be with pay. In addition, reasonable expenses will be paid.

Section 6. Opportunities for the Handicapped

The Employer will conform to handicapped standards as required by applicable local, state and federal laws.

Section 7. Video Display Terminals

The Employer will temporarily transfer without loss of pay pregnant or nursing employees who request to be excused from working at a V.D.T. if the employee furnishes medical certification stating that exposure to the V.D.T. would be harmful to the employee or the employee's child.

ARTICLE XX

JOB DESCRIPTION

The Employer shall provide every bargaining unit employee with a copy of his/her job description. When a job description is changed the employer shall meet with the union to bargain over the impact on the affected employee(s).

ARTICLE XXI

EVALUATIONS

Each employee shall have his/her work performance evaluated from time to time as required by the Civil Service Commission of the City of Decatur or the City Librarian.

- (A) Such evaluations shall be accomplished on forms devised by the Civil Service Commission.
- (B) Such evaluations for employees in the classified service will be forwarded to the Civil Service Commission as required by the rules of the Commission.
- (C) Such evaluations will become part of the personnel file of the employee.
- (D) Evaluations are not subject to the grievance procedure.
- (E) No discipline as defined in Article VII, Section 1, shall be imposed in an evaluation conference.

ARTICLE XXII

REDUCTION IN PERSONNEL

Section 1. Definition and Notice

A reduction in personnel is defined as a reduction in bargaining unit jobs. The Employer shall notify the Union prior to any reduction in personnel.

Section 2. General Procedures

In the event a reduction in work force is necessary, such a reduction shall be based upon seniority within the position classifications of the department affected by the reduction in force. The employee last certified to the position classification will be the first person furloughed.

Section 3. Bumping

Employees to be laid off can exercise their seniority to retain their jobs by:

- (A) Bumping the least senior employee in the same position classification. Seniority is gained per position.
- (B) Bumping the least senior employee in a previously position classification.

A person who is reduced to a position classification with a lower pay grade will receive the rate of pay for that position classification. An employee who bumps into a lower position classification to avoid a reduction shall retain recall rights to his/her former position

classification.

Section 4. Recall Rights

If within one (1) year any position vacated by a reduction in force is filled, the last person furloughed in that classification shall be the first person offered the position. The person must accept or reject the position within five (5) calendar days or forfeit his/her right to the position.

Section 5. Application

There shall be no separate lines of bumping for full-time and part-time.

There shall be separate lines of bumping for bargaining unit and non-bargaining unit library staff. No bargaining unit member will be bumped by a non-bargaining unit staff person.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Section 1. Indemnity/Liability Insurance

The Employer shall indemnify and hold harmless any employee for negligent acts committed within the scope of employment.

Section 2. Severance Pay

Employees shall be paid by the City of Decatur for all earned compensation and other compensated benefits no later than thirty (30) calendar days after termination of employment. The employee shall give the Employer two (2) weeks' notice prior to termination. The Employer may waive the two (2) week notice.

Section 3. Exit Interview

Employees who leave employment shall not be required, but may be allowed, to participate in an exit interview with the Employer.

Section 4. Wage Assignments

The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments.

Section 5. Parking

The Employer will make every reasonable effort to provide all employees with free parking.

Section 6. Blood Donor

Employees shall be given five (5) hours annual leave by the Employer to donate blood or to engage in a comparable public health or charitable work during duty hours, but no more than one request per month from the same employee will be honored.

Section 7. Tuition Reimbursement

The Library shall reimburse the tuition and fees cost for courses directly related to an employee's job, and may reimburse one-half of the tuition and fees cost for any course indirectly related to an employee's job, up to a maximum of \$1,000 per year for each regularly employed full-time employee, and to a maximum of \$500 per year for such regularly employed part-time employee, provided the course is completed successfully. The total amount to be expended for tuition reimbursement in any fiscal year shall be determined by the Board.

- (A) In all cases a grade of "C" or higher will represent successful completion of the course.
- (B) Reimbursement applies only to tuition and fees. In no case will reimbursement for books, supplies or other expenses be made.
- (C) Reimbursement applies only to courses offered for college credit.
- (D) In order to receive tuition and fees reimbursement, the employee must submit to and have approved by the City Librarian a "Request for Tuition Reimbursement" prior to the commencement of the course.

Section 8. Calculation of Benefits for Part-Time Employees

Vacation, holidays, sick leave and personal leave benefits for part-time employees accrue during the year based on a 20 hour workweek. A calculation of these benefits based on the actual hours worked against a 40 hour workweek shall be made annually on June 15, 2017 and by February 15th of each year thereafter for the then ending calendar year. By this calculation, a part-time employee may earn up to but not more than the benefits accorded a full-time employee. If a part-time employee has earned additional benefits by the June 15th or February 15th calculation, such benefits determined to have been earned may be taken in the succeeding year.

Seniority benefits for part-time employees will be determined as stated in Article XV.

Section 9. Signing Bonus.

If this Agreement is ratified by the Union on or before March 1, 2017, each full-time employee shall receive a signing bonus of \$250.00 and each part-time employee shall receive a signing bonus of \$150.00. The parties acknowledge that the above sums have been paid.

Upon ratification of this Agreement by all parties, including the City of Decatur, each full-time employee shall receive a ratification bonus of \$100.00 and each part-time employee shall receive a ratification bonus of \$50.00. These ratification bonuses shall be paid in the

form of Chamber of Commerce Card for “Metro-Money.”

ARTICLE XXIV

WAGES

- (A) On May 1, 2017, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.
- (B) On January 1, 2018, the pay rates for all bargaining unit classifications and steps shall be increased by three-quarter percent (.75%), which rates are set forth in the attached Salary Schedules.
- (C) On January 1, 2019, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (D) On January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by one and five-tenth percent (1.5%), which rates are set forth in the attached Salary Schedules.
- (E) On January 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (F) On January 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (G) On January 1, 2023, the pay rates for all bargaining unit classifications and steps shall be increased by three and one-half percent (3.5%), which rates are set forth in the attached Salary Schedules. At the next regularly scheduled payroll following January 1, 2023, Employees subject to this Agreement shall additionally receive a one-time bonus of one-half percent (.5%) of their annualized 2023 compensation.
- (H) On January 1, 2024, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.

- (I) On January 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by four and four-tenth percent (4.4%), which rates are set forth in the attached Salary Schedules.
- (J) On January 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (K) On January 1, 2027, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (L) On January 1, 2028, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.
- (M) In the event non-bargaining unit members receive a common increase in their base pay during the term of this agreement in excess of the percentages hereinabove set forth, excluding promotions and merit pay, bargaining unit members shall receive an annual salary adjustment of the same percentage.
- (N) Between January 1, 2021 and December 31, 2021, the Employer reserves the right, upon written notice to the Union, to re-open and renegotiate financial and economic provisions of the Agreement only, including, but not limited to Articles XXI and XXIV, unless the parties mutually agree to re-open other non-financial and economic provisions. If Employer re-opens any financial or economic provision of this Agreement prior to December 31, 2021 and the parties do not reach mutual agreement on such re-opened financial or economic provisions this Agreement shall terminate upon Employer providing ninety (90) day notice to the Union."

ARTICLE XXV

LONGEVITY PAY

- (A) All employees who have been employed for two (2) or more years will be eligible for Longevity Pay. Longevity Pay will be calculated on the basis of credits accumulated according to the following schedule:

Employees	with	24 credits	<u>Full-Time</u> \$150/yr.	<u>Part-Time</u> \$75/yr
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Employees	with	25 to 59 credits	\$250/yr.	\$125/yr
Employees	with	60 to 89 credits	\$350/yr.	\$175/yr
Employees	with	90 to 119 credits	\$450/yr.	\$225/yr
Employees	with	120 to 149 credits	\$550/yr.	\$275/yr
Employees	with	150 to 179 credits	\$650/yr.	\$325/yr
Employees	with	180 to 209 credits	\$750/yr.	\$375/yr
Employees	with	210 or more credits	\$850/yr.	\$425/yr.

Employees will earn one credit for each month of service. Longevity Pay will be determined annually on the date of hiring and paid pro rata biweekly.

ARTICLE XXVI

NO STRIKE/NO LOCKOUT

Section 1. Strike and Lockout Prohibited

During the term of this Agreement, there shall be no strikes, work stoppages, or slowdowns. No officer or representative of the Union shall authorize, institute, aid or condone any such activities. The Employer shall not lockout employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the Library to the Union that certain employees are engaged in a violation of this provision, the Union agrees to take action to secure the employees' return to work as promptly as possible.

ARTICLE XXVII

AUTHORITY OF THE CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated parts or provisions.

Section 2. Agreement Takes Precedence

When in conflict, the terms of this Agreement shall supersede any policies, directions, or rules or regulations relating to wages, hours and conditions of employment adopted by the Employer.

ARTICLE XXVIII

RESIDENCY

All Employees hired after May 1, 2017 shall be required to reside within the corporate limits of the City of Decatur for the first five (5) years of employment, and within fifteen (15) miles of the corporate limits of the City of Decatur or within the corporate limits of Macon County thereafter. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probation period.

ARTICLE XXIX

WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered by the terms of this Agreement or bargained about during the negotiations resulting in this Agreement.

ARTICLE XXX

Attached as **Exhibit A** is the agreed Promotional Chain.

Attached as **Exhibit B** is a Schedule providing the highlights of various programs under the City of Decatur's group medical and hospitalization insurance plan.

ARTICLE XXXI

TERMINATION

This Agreement shall be effective on May 1, 2017 and shall remain in full force and effect for a period of eleven (11) years and eight (8) months until the 31st day of December, 2028. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date."

FOR AFSCME LOCAL 268:

FOR DECATUR PUBLIC LIBRARY

Dated _____

Dated _____

APPROVED AND ACCEPTED BY THE
CITY OF DECATUR

By _____
City Manager

Dated _____

ATTEST:

City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COUNCIL 31, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AND ITS LOCAL UNION 268**

AND

**THE CITY OF DECATUR AND THE DECATUR PUBLIC
LIBRARY**

TERM:

MAY 1, 2017 TO DECEMBER 31, 2028

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AGREEMENT

This Agreement has been made and entered into by and between the City of Decatur and the Decatur Public Library (hereinafter referred to as the "Employer") and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the ("Union") on behalf of AFSCME Local 268.

The Union has been duly certified by the Illinois State Labor Relations Board for the purpose of collective bargaining for the unit of all Library employees as follows:

Included: All full-time and part-time employees of the Decatur Public Library in the classifications of: System Administration Support Specialists, Routing Clerk II, Technical Services Clerk II, Acquisitions/Interlibrary Loan Clerk II, Bookmobile Clerk, Driver, Building Custodian, Catalog Clerk I, Extension Clerk II, Head Library Page, Junior Cataloger, Library Assistant, Library Clerk I, Library Clerk II, Library Clerk Typist, Library Driver and Library Page.. Senior Building Custodian.

Excluded: Members of the Library Board, City Librarian, Assistant City Librarian, Librarian, Systems Administrator, Assistant Head of Building Division, Acquisitions Supervisor, Administrative Aide, Library Administrative Assistant, Administrative Secretary, Head of Adult Division Head of Building Division,, Head of Children's Division, Head of Circulation Division, Head of Extension Division, Head of Technical Division, Assistant Head of Technical Division Processing Supervisor and all managerial, supervisory, confidential employees and all other employees excluded under the Act.

ARTICLE I

RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative and agrees to bargain wages, hours, terms and conditions of employment with the exclusive bargaining representative.

Section 2. Legality

The Employer and the Union agree to abide by the Illinois State Labor Act and any rules or regulations thereunder.

ARTICLE II

MANAGEMENT RIGHTS

Section 1.

Except as amended, changed or modified by the specific provisions expressed in

this Agreement, the parties understand and agree that the management of the Library, the control of the premises, and the direction of the employees are vested exclusively in the Library, and includes, but is not limited to, the following:

- (A) The right to select, hire, transfer, promote, demote, lay off, assign and supervise employees;
- (B) The right to suspend, discharge or otherwise discipline employees;
- (C) The right to determine and change starting times, quitting times, shifts, and the number of hours to be worked by employees;
- (D) The right to determine staffing patterns, including, but not limited to, the assignment of the employees, duties to be performed, qualifications required and areas worked;
- (E) The right to make rules and regulations to govern the employees; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any rule changes.
- (F) The right to determine individual qualifications and the qualifications required for the job classifications;
- (G) The right to contract out any work;
- (H) The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the Library; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any such changes.
- (I) The right to determine or change the methods or means by which Library operations are to be carried on.

Section 2.

The Library retains all rights that it had before the execution of this Agreement and retains the right to carry out all other functions, whether or not exercised by the Library prior to the execution of this Agreement.

Section 3.

The Library shall not promote, aid or finance, during the life of this Agreement, any rival lab or group for the purpose of undermining the Union.

ARTICLE III

UNION RIGHTS

Section 1. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement and shall result in no interference of work.

Section 2. Time Off for Union Activities

(A) The Employer shall grant the Union ten (10) days per year without pay for state or international Union conventions under the following conditions:

- (1) No more than two (2) employees may be absent at the same time.
- (2) The employee must give at least seven (7) days written notice to his/her supervisor prior to such leave.
- (3) The employee may use unused vacation time or approved unused personal leave time.
- (4) Two employees who are duly appointed or elected as a Union officer or steward may conduct Union business up to eight (8) hours per month on the following conditions:
 - (a) The Union business may be conducted during the first and last hour of the officer's or steward's assigned shift.
 - (b) The Union business may be conducted only after notifying said employee's immediate non-bargaining unit supervisor and subject to the supervisor's permission, which permission shall not be unreasonably withheld.
 - (c) The Union shall be afforded thirty (30) minutes for new employee orientation at the conclusion of the new employee's probationary period. A joint meeting shall occur in the subsequent thirty (30) minutes with the Union and the Employer being present for positive programming.

Section 3. Union Bulletin Boards

The Employer shall provide one official Union bulletin board. The board shall be for the sole and exclusive use of the Union and shall contain only Union related information.

Section 4. Notice of Personnel Changes

Every three (3) months, the Employer shall provide the Union with a listing of all personnel transactions involving bargaining unit employees, including new hires, promotions, demotions, reclassifications, layoffs, reinstatements, terminations and transfers.

Section 5. Distribution of Union Literature

The Union shall be allowed reasonable use of the Employer's inner library mail system to distribute Union literature.

Section 6. Use of Employer's Facilities

The Union shall have the right to reasonable use of the meeting room of the Library for official Union meetings, providing such room is available; prior notice has been given to the Librarian five (5) working days in advance of the meeting; there is no interruption of the Library services; and the Union reimburses the Library for any additional costs incurred as the result of the Union's use of the room.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

During the term of this Agreement neither the Employer nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, sexual orientation, national origin, political affiliation or with regard to whether any person is or is not affiliated with the Union.

Section 2. Union Activity

The Union and the Employer agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights under the Illinois Public Labor Relations Act, or under this Agreement, or on account of membership or nonmembership in the Union.

ARTICLE V

DUES CHECK-OFF

Section 1. The Employer agrees to deduct from the pay of those employees who individually request one or more of the following:

- (A) Union membership dues, assessments or fees;
- (B) P.E.O.P.L.E. contributions;
- (C) Earthmovers Credit Union contributions.

Upon authorization by an employee filed with the Director of Finance for the City of Decatur, Illinois, the Employer shall deduct from the wages or salary of such employee such sums as are certified by the Treasurer of the Union or the employee, which sums so deducted shall be delivered to Council 31 or the Earthmover Credit Union on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him, or such check is not large enough to satisfy said deductions, no deductions shall be made from the wages or salary of such employee for that month.

Section 2. Fair Share Deduction

The City shall deduct from the wages or salary of each employee in any classification listed in the first page of this Agreement as being included in the collective bargaining unit who is not subject to the wage deduction described in Section 1 of this Article, and at the same time such deduction is made, an amount certified to the City by the Union as the fair share of each such employee of the Union's cost relating to the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment, ("fair share deduction"), but such amount shall not exceed the amount of dues uniformly required of members and deducted pursuant to said Section 1 of this Article. Such amount deducted as provided herein shall be delivered to Council 31 on or before the 15th day of the month next succeeding the month in which said amount was deducted and provided that said amount may be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union, as provided by law.

Section 3. Indemnification

The Union shall indemnify, defend and hold the Library and City harmless against any claim, demand, suit or liability arising from any action taken by the Library or City in complying with this Article.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a written complaint by the Union or a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

Section 2. Time Limitation

Grievances must be filed within ten (10) working days of the occurrence of the event or within ten (10) working days of when the grievant should have been aware of the violation.

They may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step Three [3].

If the grievant has filed an appeal with the Civil Service Commission over a subject matter identical to that of employee's grievance, the parties agree that the grievance procedure and the awards and settlements thereunder will not be applicable.

Section 3. Grievance Meetings

The grievant and the Union steward shall be allowed to participate in Step 1, Step 2 or Step 3 of the grievance meeting during working hours without loss of pay.

Section 4. Grievance Steps

- Step 1: The employee and/or one (1) Union representative shall orally contact his/her immediate supervisor or designee. The employee's immediate supervisor shall, within ten (10) working days, orally inform the employee and the Union of his/her decision. For purposes of this Article, the working day shall be defined as any day on which the Employer's administrative offices are open and conducting business.
- Step 2: If the grievance is not settled at the first step, the Union shall prepare a written grievance and present it to the City Librarian or the Assistant City Librarian or the Deputy Director no later than ten (10) working days after the Step 1 answer is given or due. The written grievance shall state the Section or Sections of the Agreement that have allegedly been violated. Within ten (10) working days after the grievance is presented to Step 2, the City Librarian or his/her designee shall discuss the grievance with the grievant and the Union. The City Librarian shall respond, in writing, within ten (10) working days following the meeting, informing the grievant and the Union of his/her decision.
- Step 3: If the matter is not adjusted at Step 2, or no answer is given within the time specified, the Union may, by written notice to the Employer, within ten (10) working days after the Step 2 answer is given or due, appeal the grievance to arbitration.

Section 5. Arbitration Procedures

Within thirty (30) days of submission of a matter to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within twenty (20) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party may reject one entire panel of arbitrators. In the event a party strikes the entire panel of arbitrators, a joint request for a new list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service within ten (10) working days. Within ten (10) working days of receipt of the final list, the parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. Within five (5) working days of selection the arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union's representatives. A time and place for the hearing shall be scheduled within ten (10) working days. The arbitrator shall be notified of the issue where mutually agreed to by the parties. All hearings shall be held in the City of Decatur, unless mutually agreed otherwise.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from any of the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be borne equally. The decision and award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee and/or employees involved, except for any right of appeal.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available, without charge, to the arbitrator. If the other party desires a copy, it shall pay one-half of the transcription fee and the full cost of duplicating its copy.

Section 6. Processing Grievances

- (A) The grievant and necessary witnesses whose testimony is pertinent to the grievant's presentation or argument will be permitted reasonable time without loss of pay to attend the arbitration hearing and up to one (1) hour without loss of pay for purposes of preparation with the attorney or AFSCME Council 31 Representative.
- (B) The Employer, the Union and the grievant shall cooperate in the investigation of any grievance.

ARTICLE VII

DISCIPLINE

Section 1.

Upon just cause a bargaining unit employee may be administratively disciplined by an oral reprimand, a written reprimand, suspension or discharge. A copy of such discipline shall be forwarded to the Union and the employee within five (5) days of the day the discipline was issued. An oral reprimand will be documented in writing.

Section 2.

Suspensions and discharges from the classified service shall be in accordance with the rules of the Civil Service Commission and the State Law with regard to Civil Service for Cities.

Section 3.

No prior discipline may be relied upon in any subsequent disciplinary matter after two (2) years from its placement in an employee's personnel file unless such prior discipline applies to major infractions, including, but not limited to sexual harassment, threats against individuals, possession or use of intoxicants, illegal drugs or look alike drugs or being under the influence of such while on duty, destruction of property, theft of property or leaving work without the consent of the supervisor unless due to an imminent emergency.

Section 4.

If an Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 5.

If a disciplinary meeting is held, the employee has a right to request that a union representative be present. Prior to the imposition of any suspension subject to the grievance and arbitration procedures established by this Agreement, the City Librarian and a supervisor or designee shall meet with the employee sought to be suspended and a Union representative. Such meeting shall be limited to informing the employee of the nature of the charges resulting in the suspension and an opportunity for the employee to address, explain or refute the charges. No witnesses or other extraneous evidence will be permitted at such meeting. Said meeting may be postponed by the employee, but only due to the unavailability

of a Union representative and not beyond the end of the second business day following that on which the meeting was originally scheduled; if at that time the employee is still unwilling to meet without a Union representative, the suspension may be imposed without the necessity for such meeting. The meeting otherwise required by the provisions of this Section may be waived by concurrence of the City Librarian, the employee and the Union.

Section 6.

No employee shall be required to take a polygraph exam.

ARTICLE VIII

LIBRARY SCHEDULE AND HOURS OF WORK

Section 1. Hours Of Work

(A)

- (1) The regular hours of duty each day shall be consecutive except that they may be interrupted by a lunch period and even if so interrupted, such lunch period shall be disregarded in considering whether or not such hours are consecutive.
- (2) Work schedules showing the employee's shift, workdays and hours shall be posted at convenient places and times. The Employer shall not change a posted work schedule within fourteen (14) calendar days prior to the employee's shift except for operational needs. Operational needs is defined to include shortage of available staff due to sickness, vacation, vacancies, training and/or other employee leaves of absence, and acts of God.
- (3) Workweek is defined to mean from Monday through Sunday.
- (4) Sunday Operation:
 - (a) The Library shall notify the Union sixty (60) days prior to the commencement of any Sunday hours.
 - (b) The most senior employees shall have the option of selecting one (1) Sunday for each month of the schedule rotating down the seniority list to the least senior. No employee shall be required to work more than one (1) in four (4) consecutive Sundays.
 - (c) Employees shall not be assigned to work on a Sunday during periods when they have approved vacation or a leave of absence.
 - (d) Sunday library operations shall be closed on any Sunday prior to the actual or observed, recognized holidays on the following Monday.

- (e) An employee who is scheduled to work on a Saturday may request that his or her Sunday assignment shall be for that same weekend. The administration will make a good faith effort to comply with such a request.
- (f) The library will be closed on Easter Sunday.
- (B) Each employee working seven and one-half (7.5) hours or more shall receive a duty free lunch period not to exceed sixty (60) minutes.
- (C) Each employee working four (4) hours a day or more shall be provided with a fifteen (15) minute rest period during each four (4) hour work period.

Section 2. Overtime

Hours worked in excess of 40 hours per week shall be paid at 1-1/2 times the employee's regular rate of pay. All overtime must be approved in advance by the employee's supervisor.

Section 3. Call Back Pay

Maintenance staff being called into work and reporting for work outside their regular working hours shall receive two (2) hours minimum pay.

Section 4. Holiday and Overtime Work Assignments

The assignment of holiday and overtime work shall be in accordance with divisional needs.

Section 5. Schedules

Schedule shall be posted thirty (30) days in advance by the first day of the month. Schedules shall not be changed except in cases of emergency or with mutual agreement between the Employer and the employee.

Section 6. Flextime

The Employer shall provide the employees with flextime opportunities under the following conditions:

- (A) Flextime shall only be granted if there is mutual agreement between the Employer and the employee.
- (B) A request for flextime shall not be unreasonably denied.

ARTICLE IX

Vacations

Section 1.

All regularly employed part-time and full-time bargaining unit employees shall receive the following vacation:

1-7 Years – 2 weeks' vacation per year
8-14 Years – 3 weeks' vacation per year
15-19 Years – 4 weeks' vacation per year
20+ Years – 5 weeks' vacation per year

This vacation schedule shall be effective on the date the Agreement has been signed by all parties.

Section 2.

Initial eligibility of staff for paid vacation shall be attendant upon completion of twelve (12) months of employment.

Section 3.

After the initial eligibility period, vacation time will be credited on an annual basis on the anniversary date of the employee. Anniversary dates of employee shall be the original date of hire. An employee terminating employment between anniversary dates will be credited with the amount of vacation earned up to the time of termination.

Section 4.

Vacation time will not accumulate without the express written consent of the City Librarian. Notwithstanding the above, vacation time will accumulate if the employee has since been denied vacation requests during two (2) different scheduling periods and the requests were submitted ninety (90) days prior to the anniversary date.

Section 5.

Vacation time may be scheduled in increments of one (1) hour or more. Management shall grant employee vacation requests on the basis of library seniority provided the employee submits the request between January 1 and 31 of each year. All other requests will be scheduled on a first-come, first-served basis, shall not be unreasonably denied, and Library staffing requirements shall take precedence over vacation requests. If an employee schedules vacation time and subsequently determines that he/she does not wish to exercise the scheduled vacation time, the employee must give four (4) weeks' notice that the employee does not desire to exercise the selected vacation time. If an employee fails to provide such notice, he/she will be required to use the scheduled vacation time.

Section 6.

Vacation time may be taken in consecutive anniversary years with the permission of the City Librarian.

Section 7.

No vacation time accrues during leaves of absence.

Section 8.

Employees will not be paid in lieu of vacation except at the time of retirement, resignation, or termination.

Section 9.

Vacation benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.

ARTICLE X

HOLIDAYS

The following holidays will be observed by the Library and regularly employed staff members will be given the day off with pay or another day off with pay in lieu of the holiday in accordance with the following provisions:

- (A) The following days are observed as staff holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Presidential Election Day and Christmas Day.
- (B) When an observed holiday falls on a Sunday, the Library will be closed and the following Monday shall be observed as the holiday.
- (C) An employee who is scheduled off duty or who is required to work on an observed holiday shall be given equivalent time off on another day to be scheduled at the convenience of the employee and his/her department.
- (D) To be eligible for holiday pay the employee shall be in pay status and entitled to payment for the entirety of both his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday.
- (E) When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with the holiday and retain the vacation day.
- (F) On December 24 and December 31, full-time employees scheduled to work on those days shall receive 1.5 hours of granted leave.

- (G) Holiday benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.
- (H) With the approval of the City Librarian, up to two holidays (16 hours, full-time; 8 hours, part-time) may be rolled over into the next fiscal year (January-December) Employees that accrue holiday time may request payment for such time within the fiscal year earned. An employee will have a maximum of five unused holidays at any time. (40 hours, full-time; 20 hours; part-time).

ARTICLE XI

INSURANCE

Section 1. Medical/Hospitalization

- (A) The Library shall participate in the City of Decatur's group medical and hospitalization insurance plan. The cost of coverage for each full-time employee shall be assumed by the Library. Notwithstanding the foregoing, all Employees hired during the term of this Agreement shall be required to pay and contribute for the employee's insurance coverage at the applicable City of Decatur rates for employee contributions for employee medical insurance.
- (B) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group insurance coverage shall remain in effect for up to six (6) months of such leave. The Library will assume the cost of this coverage for the above mentioned 6 month period.
- (C) The Library will contribute toward the cost of dependent coverage for all full-time bargaining unit members \$450.00 per month for the duration of this Agreement. If the Employer elects to re-open the Agreement, as set forth in Article XXIV, Section (L), the Union shall have the right to negotiate the Library's contribution towards dependent and/or family coverage set forth in this provision.
- (D) Retiring employees shall be allowed to purchase insurance through the medical/hospitalization plan if the retiring employee pays the cost involved.

Section 2. Life Insurance

- (A) The Library shall participate in the City of Decatur's group life insurance plan. The Library shall assume the cost of coverage for each full-time employee.
- (B) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group life insurance policy shall remain in effect for up to six (6) months of such leave; and if such illness or injury is certified by the employee's physician to be of a terminal nature and if said employee has retired under the disability provisions of the Illinois Municipal Retirement Fund, his/her group life insurance policy shall remain in

effect for up to twelve (12) months. In the event that the policy adopted by the City of Decatur requires that the group insurance of such employee be converted to individual coverage at a time prior to the time provided herein, the Library will assume the cost of coverage for the converted policy of this employee for a period of six (6) months.

ARTICLE XII

TEMPORARY ASSIGNMENT

- (A) The Employer may temporarily assign an employee to perform the duties of another job title. An employee who is temporarily assigned to a position with a higher pay grade than that of his/her permanent position shall be paid as if he/she had received a promotion with that higher pay grade.
- (B) If the duties of a job title must be temporarily assigned to another employee due to absence or vacation, the most senior person in the department will have the option of performing those duties. If the job title is a pay grade higher than that of the employee performing the duties, the employee will be paid at the higher pay grade for the entire time the employee performed said duties. The employee involved shall be responsible for preparing and submitting the time slip showing the time spent performing the duties of the higher pay grade.

ARTICLE XIII

DEMOTIONS

Demotion is assignment of an employee to a vacant position in a pay grade lower than the employee's current position's pay grade. An employee shall only be demoted for cause. The Employer shall give the employee notice of his/her demotion with reason(s) showing cause for the demotion. A demotion can be appealed directly to the third step of the Grievance Procedure.

This section is inapplicable to Reductions in Force.

ARTICLE XIV

RECORDS AND FORMS

Section 1. Attendance Records

The Employer shall maintain accurate daily attendance records. The employee shall, at a mutually agreeable time, have the right to view his/her time pay records on file with the Employer.

Section 2. Records

Records covered under the Freedom of Information Act shall be available for inspection

upon written request by the Union. Documents and names of witnesses pertinent to current grievances shall be exchanged at the earliest possible step of the grievance procedure.

Section 3. Forms

No employee shall be required to sign undated or incomplete forms.

ARTICLE XV

SENIORITY

Section 1. Full-Time Employees.

Seniority for full-time employees is defined as the employee's total length of service with the Library since his/her most recent date of hire. Seniority for full-time employees is determined by their ranking on the civil service register when more than one individual begins employment in a classification on the same day.

A terminated employee shall have his/her seniority restored if he/she is rehired within one (1) year from the date of his/her termination.

Section 2. Part-Time Employees

Seniority for part-time employees shall be as defined in Section 1 above, except that seniority for part-time employees shall be one-half of the total length of service with the Library since his or her most recent date of hire.

Section 3. Application

Seniority shall, for the purpose of layoff, recall and reinstatement, be as defined above.

ARTICLE XVI

FILLING OF VACANCIES

Section 1. Posting

All permanent bargaining unit vacancies and/or newly created bargaining unit positions shall be posted on a bulletin board for a period of one week, which shall be a period of five (5) consecutive business days. Notice shall also be given to the Union. The posting shall state the position, the pay grade, the job description and the work location. Nothing herein prevents the Employer from temporarily assigning personnel to fill such vacancy and/or newly created bargaining unit positions while it is being posted and filled.

Section 2. Trial Period

Any employee selected for a job vacancy shall have a trial period of six (6) months.

He/she may return to his/her old job within that trial period. For purposes of this section, the Library will be allowed to use a temporary employee to fill the selected employee's former position, until the trial period has been completed. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. Temporary employees will be placed at the lowest vacated level of the pay scale.

Section 3. Promotions

When an employee is promoted, he/she shall be paid at the rate for that position in accordance with the pay scale in which he/she was originally employed. The promoted employee will receive the pay rate at the entry level of the new pay scale or an increase of 5%, whichever is greater.

Section 4. Filling of Vacancies

Permanent vacancies shall be filled in the following order of priority:

- (A) Recall from lay-off in accordance with Article XXII Section 4;
- (B) Recall from lay-off to a position for which the employee is qualified;
- (C) Reinstatement from leave of absence.
- (D) In all other cases vacancies in Library positions shall be filled by current Library employees if qualified. A vacant position shall be posted internally for a period of five (5) days. The position shall be publicly posted at the same time for five (5) days. All applicants shall take the examination to fill the vacancy at the same time. An employee may annually submit a written request between April 1 and April 30 of each year to the Assistant City Librarian in regard to any position for which they wish to apply and are qualified.

If a Library employee is selected to fill a vacancy and accepts the selection, the following shall apply:

- (A) The Library employee shall not be required to resign from the Library even if non-Library employees have submitted themselves to the examination.
- (B) If the Library employee fills a vacancy not deemed to be in the promotional ladder of the old position, he or she shall not have bump- back rights in the event the selected Library employee voluntarily leaves the new position or has been employed in the new position for a period of time exceeding six (6) months.

The beginning rate of pay for all new hires shall be no greater than 10% higher than the entry rate for the appropriate pay range for their new position.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Sick Leave

Bargaining unit members are entitled to sick leave as follows:

- (A) Sick leave is to be used only for appointments with doctors, dentists and other professional medical practitioners and in cases of illness or injury of an employee or the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent or any relative domiciled in the employee's home.
- (B) Sick leave for full-time employees accrues at the rate of eight (8) hours per month to a maximum of two hundred forty (240) days, except that accrual of sick leave for regularly employed part-time employees shall be as stated in Section 8 of Article XXIII. Sick leave may be taken in increments of one-tenth of an hour. Sick leave does not accrue during leaves of absence.
- (C) The Employer may require medical evidence verifying the illness or injury if reasonable grounds exist to suspect abuse or if the leave exceeds three (3) consecutive days. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement will be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his/her duties.
 - (1) "Medical Documentation," for the purposes of this Agreement, shall mean a written statement signed by a person licensed to practice medicine (or their designee) that the employee was medically determined unable to perform his or her duties on the date for which sick leave credit is sought.
 - (2) After forty (40) hours of sick leave being used by a full-time employee, or after twenty (20) hours of sick leave being used by a part-time employee, in any fiscal year, for which no Medical Documentation, is provided, no sick leave credit may be used by that employee for the first eight (8) hours (or the first four (4) hours in the case of a part-time employee) of the next or any succeeding sick leave day, or any part thereof, for which no Medical Documentation, is provided. An office or hospital visit to, or pursuant to the orders of a physician or dentist or licensed medical practitioner, or their designee, shall not be considered as part of the forty (40) sick leave hours, as herein described.

- (3) After a full-time employee has utilized forty (40) hours of sick leave or a part-time employee has utilized twenty (20) hours of sick leave, in any fiscal year, for which no Medical Documentation is provided, Employer shall provide employee a reminder to the employee of the availability of the Employee Assistance Program ("EAP"). Notwithstanding, if employee is otherwise ineligible to participate in the EAP this provision creates no obligation on Employer to expand the existing scope of the EAP to accommodate employee.
- (D) The employee shall give notice to the Employer of his/her use of sick leave as early as possible but at least one hour prior to the start of the employee's work shift, and in the case of an emergency, no later than prior to the beginning of his/her scheduled work shift.
- (E) Employees who have accrued four hundred (400) hours sick leave by January 1 of each year shall be credited with an additional eight (8) hours of personal leave. Part-time employees who have accrued two hundred (200) hours sick leave by January 1 of each year shall be credited with an additional four (4) hours of personal leave. Employees at the current levels depicted shall receive the additional personal leave that is depicted above upon enactment of this agreement.
- (F) An employee who suffers a serious or severe illness or injury shall be permitted to use sick leave days accrued by, and credited to, other employees, but only as provided herein and only when such employee has no accrued sick leave, vacation or personal days. The employee seeking sick leave days must agree, in writing, with the employee or employees from whom such sick leave days are sought, including the total number of days or hours involved, and present such agreement to the City Librarian. No employee shall be permitted to sell or transfer accrued sick leave days for any consideration or thing of value. Permission for the transfer of accrued sick leave days shall not be unreasonably withheld by the Library, subject to State and Federal law. The provisions hereof shall be construed so as to permit agreements between bargaining unit employees and non-bargaining unit employees. Furthermore, an employee may utilize sick time that was received via donations from fellow employees, for follow-up treatment, by agreement of the parties.

Section 2. Leave for Personal Business

All regularly employed full-time employees are entitled to sixteen (16) hours of personal leave per year. Except in cases of emergency, the leave must be approved in advance by the employee's immediate supervisor and is contingent upon adequate staffing. Accrual of personal leave for part-time employees shall be as stated in Section 8 of Article XXIII. Personal leave shall not accumulate.

New full-time employees who are employed between January 1 and June 30 are entitled to sixteen (16) hours personal leave that fiscal year, part-time employees employed during the same period receive eight (8) hours personal leave; those employed full-time between July 1 and December 31 receive eight (8) hours of personal leave for that fiscal year, part-time employees employed during the same period receive four (4) hours personal leave.

Personal leave may be taken in increments of one half (1/2) of an hour.

Section 3. Bereavement Leave

Employees are entitled to up to four (4) days of funeral leave in the event of the death of a member of the family. Family for the purpose of bereavement leave is defined to mean spouse, children, stepchildren, spouse of children, parents of the employee or his/her spouse, stepparents of the employee and of his/her spouse, brothers and sisters of the employee and of his/her spouse, grandchildren and grandparents of the employee, brother-in-law and sister-in-law of the employee, any relation of the employee or of his/her spouse domiciled with the employee.

Staff shall be allowed time off to attend the funeral of another staff member, current or retired, provided that there will remain adequate library staffing.

Section 4. General Leave

Leaves of absence without pay for up to six (6) months may be granted by the City Librarian to bargaining unit employees. A written request for leave shall be made reasonably in advance of such leave.

All leaves of absence shall be subject to the regulations and procedures established by the Civil Service Commission of the City of Decatur.

Fringe benefits shall not accrue to, nor apply to, employees on leave of absence. Any insurance premium shall be maintained by the Library for said employee, provided the insurance carrier approves. The Library will assume the cost for this program for the six month period of absence.

Section 5. Accident or Injury Leave

Absence due to the injury, accident or illness incurred in the employee's employment shall be compensated for in the following manner. The Employer shall pay to the employee any difference between his/her salary and all benefits received under the Illinois Workers' Compensation Act as long as the employee is eligible for sick leave benefits. The sick leave benefits shall be used to make up the salary difference and deductions from sick leave shall be made in the pro rata proportion as is paid. Once the sick leave benefits have been exhausted for this purpose the Employer shall make up the difference in the payment of the regular salary and the workers' compensation benefits paid to the employee so long as the employee is eligible to receive said benefits and has not made a final settlement on his or her work related claim.

Section 6. Jury Duty

Bargaining unit members who are called for jury duty shall be given time off from work to attend to this function. During such absences for jury duty, employees will continue to be paid as if present and working, providing they return to work as scheduled when excused for the day by the court, less any money received from the court in compensation for such jury service.

Section 7. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days (except as provided in Section 5 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave for no more than six (6) months. At the end of six (6) months, the employee must return to work or be deemed to have resigned.

Section 8. Military Leave

A full-time classified employee in the classified service who is a member of a unit of the armed forces of the United States will be granted leave for military duty, training sessions or schools in accordance with applicable federal and state laws.

Section 9. Treatment of Seniority

An employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article except those leaves under Section 4 where there shall be no accumulation of seniority and continuous service.

Section 10. Employee Rights After Leave

Employees who are granted leaves of absence cannot be assured of placement in the same position when they return. They are, however, guaranteed a position in the same classification.

Section 11. Family Leave

The employer will be in full compliance with the Family Medical Leave Act.

ARTICLE XVIII

PERSONNEL FILES

The Employer shall maintain one official personnel file for each employee. Upon twenty-four (24) hours' notice the employee and/or his/her authorized representative shall have the right to review his/her file during the Employer's working hours. If the review occurs during the employee's working hours, it shall be limited to one (1) hour. Upon request, the Employer will reproduce one (1) copy of any material in the personnel file free of charge once a year. All other request for copies shall pay five (5) cents per page.

ARTICLE XIX

WORKING CONDITIONS, SAFETY AND HEALTH

Section 1. Safety and Health

The Employer will conform to safety and health conditions as required by applicable local, state and federal laws. The Health and Safety Committee previously established will continue, but any final decisions as to safety and health rests with the Library Board.

Section 2. Working Conditions

If available, the Employer shall provide all bargaining unit employees with a locker. The Employer shall supply a lounge. The designated area for smoking shall be outside the staff entrance.

Section 3. Damage to Personal Property

If an employee's personal property is damaged by the negligent act of a patron of the Library, the Employer will reimburse the employee up to fifty dollars (\$50) of unreimbursed costs.

Section 4. Inclement Weather and Emergency Closings

When the Library cancels all or part of the work day because of extreme weather conditions, all employees at the work site or scheduled at the work site for the time closed that day shall be given time off with pay.

Section 5. Training

Any training required by the City Librarian shall be with pay. In addition, reasonable expenses will be paid.

Section 6. Opportunities for the Handicapped

The Employer will conform to handicapped standards as required by applicable local, state and federal laws.

Section 7. Video Display Terminals

The Employer will temporarily transfer without loss of pay pregnant or nursing employees who request to be excused from working at a V.D.T. if the employee furnishes medical certification stating that exposure to the V.D.T. would be harmful to the employee or the employee's child.

ARTICLE XX

JOB DESCRIPTION

The Employer shall provide every bargaining unit employee with a copy of his/her job description. When a job description is changed the employer shall meet with the union to bargain over the impact on the affected employee(s).

ARTICLE XXI
EVALUATIONS

Each employee shall have his/her work performance evaluated from time to time as required by the Civil Service Commission of the City of Decatur or the City Librarian.

- (A) Such evaluations shall be accomplished on forms devised by the Civil Service Commission.
- (B) Such evaluations for employees in the classified service will be forwarded to the Civil Service Commission as required by the rules of the Commission.
- (C) Such evaluations will become part of the personnel file of the employee.
- (D) Evaluations are not subject to the grievance procedure.
- (E) No discipline as defined in Article VII, Section 1, shall be imposed in an evaluation conference.

ARTICLE XXII
REDUCTION IN PERSONNEL

Section 1. Definition and Notice

A reduction in personnel is defined as a reduction in bargaining unit jobs. The Employer shall notify the Union prior to any reduction in personnel.

Section 2. General Procedures

In the event a reduction in work force is necessary, such a reduction shall be based upon seniority within the position classifications of the department affected by the reduction in force. The employee last certified to the position classification will be the first person furloughed.

Section 3. Bumping

Employees to be laid off can exercise their seniority to retain their jobs by:

- (A) Bumping the least senior employee in the same position classification. Seniority is gained per position.
- (B) Bumping the least senior employee in a previously position classification.

A person who is reduced to a position classification with a lower pay grade will receive the rate of pay for that position classification. An employee who bumps into a lower position classification to avoid a reduction shall retain recall rights to his/her former position

classification.

Section 4. Recall Rights

If within one (1) year any position vacated by a reduction in force is filled, the last person furloughed in that classification shall be the first person offered the position. The person must accept or reject the position within five (5) calendar days or forfeit his/her right to the position.

Section 5. Application

There shall be no separate lines of bumping for full-time and part-time.

There shall be separate lines of bumping for bargaining unit and non-bargaining unit library staff. No bargaining unit member will be bumped by a non-bargaining unit staff person.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Section 1. Indemnity/Liability Insurance

The Employer shall indemnify and hold harmless any employee for negligent acts committed within the scope of employment.

Section 2. Severance Pay

Employees shall be paid by the City of Decatur for all earned compensation and other compensated benefits no later than thirty (30) calendar days after termination of employment. The employee shall give the Employer two (2) weeks' notice prior to termination. The Employer may waive the two (2) week notice.

Section 3. Exit Interview

Employees who leave employment shall not be required, but may be allowed, to participate in an exit interview with the Employer.

Section 4. Wage Assignments

The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments.

Section 5. Parking

The Employer will make every reasonable effort to provide all employees with free parking.

Section 6. Blood Donor

Employees shall be given five (5) hours annual leave by the Employer to donate blood or to engage in a comparable public health or charitable work during duty hours, but no more than one request per month from the same employee will be honored.

Section 7. Tuition Reimbursement

The Library shall reimburse the tuition and fees cost for courses directly related to an employee's job, and may reimburse one-half of the tuition and fees cost for any course indirectly related to an employee's job, up to a maximum of \$1,000 per year for each regularly employed full-time employee, and to a maximum of \$500 per year for such regularly employed part-time employee, provided the course is completed successfully. The total amount to be expended for tuition reimbursement in any fiscal year shall be determined by the Board.

- (A) In all cases a grade of "C" or higher will represent successful completion of the course.
- (B) Reimbursement applies only to tuition and fees. In no case will reimbursement for books, supplies or other expenses be made.
- (C) Reimbursement applies only to courses offered for college credit.
- (D) In order to receive tuition and fees reimbursement, the employee must submit to and have approved by the City Librarian a "Request for Tuition Reimbursement" prior to the commencement of the course.

Section 8. Calculation of Benefits for Part-Time Employees

Vacation, holidays, sick leave and personal leave benefits for part-time employees accrue during the year based on a 20 hour workweek. A calculation of these benefits based on the actual hours worked against a 40 hour workweek shall be made annually on June 15, 2017 and by February 15th of each year thereafter for the then ending calendar year. By this calculation, a part-time employee may earn up to but not more than the benefits accorded a full-time employee. If a part-time employee has earned additional benefits by the June 15th or February 15th calculation, such benefits determined to have been earned may be taken in the succeeding year.

Seniority benefits for part-time employees will be determined as stated in Article XV.

Section 9. Signing Bonus.

If this Agreement is ratified by the Union on or before March 1, 2017, each full-time employee shall receive a signing bonus of \$250.00 and each part-time employee shall receive a signing bonus of \$150.00. The parties acknowledge that the above sums have been paid.

Upon ratification of this Agreement by all parties, including the City of Decatur, each full-time employee shall receive a ratification bonus of \$100.00 and each part-time employee shall receive a ratification bonus of \$50.00. These ratification bonuses shall be paid in the

form of Chamber of Commerce Card for "Metro-Money."

ARTICLE XXIV

WAGES

- ~~(A) On May 1, 2017, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.~~
- ~~(B) On January 1, 2018, the pay rates for all bargaining unit classifications and steps shall be increased by three-quarter percent (.75%), which rates are set forth in the attached Salary Schedules.~~
- ~~(C) On January 1, 2019, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.~~
- ~~(D) On January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by one and five-tenth percent (1.5%), which rates are set forth in the attached Salary Schedules.~~
- ~~(E) On January 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.~~
- ~~(F) On January 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.~~
- ~~(G) On January 1, 2023, the pay rates for all bargaining unit classifications and steps shall be increased by three and one-half percent (3.5%), which rates are set forth in the attached Salary Schedules. At the next regularly scheduled payroll following January 1, 2023, Employees subject to this Agreement shall additionally receive a one-time bonus of one-half percent (.5%) of their annualized 2023 compensation.~~
- ~~(H) On January 1, 2024, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.~~

~~(I) On January 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.~~

~~(J) On January 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.~~

~~(K) On January 1, 2027, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.~~

~~(L) In the event non-bargaining unit members receive a common increase in their base pay during the term of this agreement in excess of the percentages hereinabove set forth, excluding promotions and merit pay, bargaining unit members shall receive an annual salary adjustment of the same percentage.~~

~~(M) Between January 1, 2021 and December 31, 2021, the Employer reserves the right, upon written notice to the Union, to re-open and renegotiate financial and economic provisions of the Agreement only, including, but not limited to Articles XXI and XXIV, unless the parties mutually agree to re-open other non-financial and economic provisions. If Employer re-opens any financial or economic provision of this Agreement prior to December 31, 2021 and the parties do not reach mutual agreement on such re-opened financial or economic provisions this Agreement shall terminate upon Employer providing ninety (90) day notice to the Union." (Emphasis added to changes)~~

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ARTICLE XXIV

WAGES

(A) On May 1, 2017, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.

(B) On January 1, 2018, the pay rates for all bargaining unit classifications and steps shall be increased by three-quarter percent (.75%), which rates are set forth in the attached Salary Schedules.

(C) On January 1, 2019, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.

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- (D) On January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by one and five-tenth percent (1.5%), which rates are set forth in the attached Salary Schedules.
- (E) On January 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (F) On January 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (G) On January 1, 2023, the pay rates for all bargaining unit classifications and steps shall be increased by three and one-half percent (3.5%), which rates are set forth in the attached Salary Schedules. At the next regularly scheduled payroll following January 1, 2023, Employees subject this this Agreement shall additionally receive a one-time bonus of one-half percent (.5%) of their annualized 2023 compensation.
- (H) On January 1, 2024, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (I) On January 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by four and four-tenth percent (4.4%), which rates are set forth in the attached Salary Schedules.
- (J) On January 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (K) On January 1, 2027, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (L) On January 1, 2028, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.

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(M) In the event non-bargaining unit members receive a common increase in their base pay during the term of this agreement in excess of the percentages hereinabove set forth, excluding promotions and merit pay, bargaining unit members shall receive an annual salary adjustment of the same percentage.

(N) Between January 1, 2021 and December 31, 2021, the Employer reserves the right, upon written notice to the Union, to re-open and renegotiate financial and economic provisions of the Agreement only, including, but not limited to Articles XXI and XXIV, unless the parties mutually agree to re-open other non-financial and economic provisions. If Employer re-opens any financial or economic provision of this Agreement prior to December 31, 2021 and the parties do not reach mutual agreement on such re-opened financial or economic provisions this Agreement shall terminate upon Employer providing ninety (90) day notice to the Union."

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ARTICLE XXV

LONGEVITY PAY

(A) All employees who have been employed for two (2) or more years will be eligible for Longevity Pay. Longevity Pay will be calculated on the basis of credits accumulated according to the following schedule:

		<u>Full-Time</u>	<u>Part-Time</u>
Employees	with 24 credits	\$150/yr.	\$75/yr
Employees	with 25 to 59 credits	\$250/yr.	\$125/yr
Employees	with 60 to 89 credits	\$350/yr.	\$175/yr
Employees	with 90 to 119 credits	\$450/yr.	\$225/yr
Employees	with 120 to 149 credits	\$550/yr.	\$275/yr
Employees	with 150 to 179 credits	\$650/yr.	\$325/yr
Employees	with 180 to 209 credits	\$750/yr.	\$375/yr
Employees	with 210 or more credits	\$850/yr.	\$425/yr.

Employees will earn one credit for each month of service. Longevity Pay will be determined annually on the date of hiring and paid pro rata biweekly.

ARTICLE XXVI

NO STRIKE/NO LOCKOUT

Section 1. Strike and Lockout Prohibited

During the term of this Agreement, there shall be no strikes, work stoppages, or slowdowns. No officer or representative of the Union shall authorize, institute, aid or condone any such activities. The Employer shall not lockout employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the Library to the Union that certain employees are engaged in a violation of this provision, the Union agrees to take action to secure the employees' return to work as promptly as possible.

ARTICLE XXVII

AUTHORITY OF THE CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated parts or provisions.

Section 2. Agreement Takes Precedence

When in conflict, the terms of this Agreement shall supersede any policies, directions, or rules or regulations relating to wages, hours and conditions of employment adopted by the Employer.

ARTICLE XXVIII

RESIDENCY

All Employees hired after May 1, 2017 shall be required to reside within the corporate limits of the City of Decatur for the first five (5) years of employment, and within fifteen (15) miles of the corporate limits of the City of Decatur or within the corporate limits of Macon County thereafter. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probation period.

ARTICLE XXIX

WAIVER OF ADDITIONAL BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter

covered by the terms of this Agreement or bargained about during the negotiations resulting in this Agreement.

ARTICLE XXX

Attached as **Exhibit A** is the agreed Promotional Chain.

Attached as **Exhibit B** is a Schedule providing the highlights of various programs under the City of Decatur's group medical and hospitalization insurance plan.

ARTICLE XXXI

TERMINATION

~~This Agreement shall be effective on May 1, 2017 and shall remain in full force and effect for a period of ten (10) years and eight (8) months until the 31st day of December, 2027. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date."~~

ARTICLE XXXI

TERMINATION

This Agreement shall be effective on May 1, 2017 and shall remain in full force and effect for a period of eleven (11) years and eight (8) months until the 31st day of December, 2028. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date."

FOR AFSCME LOCAL 268:

Dated _____

APPROVED AND ACCEPTED BY THE
CITY OF DECATUR

By _____
City Manager

Dated _____

ATTEST:

City Clerk

FOR DECATUR PUBLIC LIBRARY

Dated _____

Police

DATE: 1/21/2025
MEMO: 25-01
TO: Honorable Mayor and City Council Members
FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

SUBJECT:
Resolution Authorizing the Certifications and Assurances of the 2024 Byrne Justice Assistance Grant

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND:

The Decatur Police Department applied for JAG Grant funding for the enforcement of laws associated with violent crimes and weapon offenses and was awarded \$58,510. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% and the Sheriff's Department is to receive 25% of the funds.

The Decatur Police Department will be the administrator of the grant, thus all requests for reimbursement, including those requested by MCSO, are submitted by DPD. The City of Decatur will then receive all of the reimbursement funds, including those requested by MCSO.

The City of Decatur then disburses the requested funds to MCSO.

The certifications and assurances are required for final acceptance of the JAG grant.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past and the intergovernmental agreement between the two entities has been part of the administration of the grant.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

R2023-235

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Shane Brandel, Chief of Police

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. Council Resolution JAG 2024
2. Cert and Assurances
3. Award_Package_FAW-186448

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING THE CERTIFICATIONS AND ASSURANCES OF THE
2024 BYRNE JUSTICE ASSISTANCE GRANT**

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

Section 1. That the certifications and assurances presented to the City Council for acceptance of the 2024 Byrne JAG grant funds be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said certifications and assurances for acceptance of the 2024 JAG grant.

PRESENTED, PASSED, APPROVED, AND RECORDED this 21st day of January
2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF DECATUR 1 GARY K ANDERSON PLZ
City, State and Zip:	DECATUR, IL 62523
Recipient UEI:	HCL3MP6L8XV5
Project Title: 2024 Anti-Gun and Violent Crime Jag Grant	Award Number: 15PBJA-24-GG-05123-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$58,510.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/27
Project Description: JAG funding will allow the City of Decatur Police Department to deploy more officers to the streets in the areas where the highest number of violent crimes and gun violence are being committed. Officers will become more efficient and effective in identifying areas of increased criminal activity. Decatur Police Officers will review police reports, Crime Stoppers tips, and collect information from the department's crime analysts, undercover drug unit and narcotics Detectives and reference ongoing investigations. Personnel will utilize this information to target the "hot spots" in Decatur where gun violence and other violent crimes are most predominate. Decatur Police officers will work proactive overtime hire backs in the form of anti-gun and gang suppression units, bike patrols, foot patrols, increased numbers of motorized patrols, and saturate the areas where the highest number of crimes are being committed. Foot patrols will give officers the opportunity to interact with citizens, the basis of community policing, to gather their input as to why they believe violent crimes are being committed and why individuals are selecting their neighborhoods for criminal activity as well as develop specific information known to the residents of the community. The Macon County Sheriff's Office will be using their subrecipient JAG Funds to assist the Decatur Police Department by providing more officers to cover areas with high gun and violent crimes. The project goal will be to ensure the citizens in these high crime areas have a heightened sense of safety in their communities and to target and arrest those involved with gun violence and other violent crimes.	

Award Letter

December 4, 2024

Dear Janice Frankovich,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF DECATUR for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$58,510.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

? The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF DECATUR

UEI
HCL3MP6L8XV5

Street 1
1 GARY K ANDERSON PLZ

Street 2

City
DECATUR

State/U.S. Territory
Illinois

Zip/Postal Code
62523

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/4/24

Award Type
Initial

Award Number
15PBJA-24-GG-05123-JAGX

Supplement Number
00

Federal Award Amount
\$58,510.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority
Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice
Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14251703

Grant Manager

Gemee Joyce

Phone Number

202-514-6134

E-mail Address

Gemee.Joyce@usdoj.gov

Project Title

2024 Anti-Gun and Violent Crime Jag Grant

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

JAG funding will allow the City of Decatur Police Department to deploy more officers to the streets in the areas where the highest number of violent crimes and gun violence are being committed. Officers will become more efficient and effective in identifying areas of increased criminal activity. Decatur Police Officers will review police reports, Crime Stoppers tips, and collect information from the department's crime analysts, undercover drug unit and narcotics Detectives and reference ongoing investigations. Personnel will utilize this information to target the "hot spots" in Decatur where gun violence and other violent crimes are most predominate. Decatur Police officers will work proactive overtime hire backs in the form of anti-gun and gang suppression units, bike patrols, foot patrols, increased numbers of motorized patrols, and saturate the areas where the highest number of crimes are being committed. Foot patrols will give officers the opportunity to interact with citizens, the basis of community policing, to gather their input as to why they believe violent crimes are being committed and why individuals are selecting their neighborhoods for criminal activity as well as develop specific information known to the residents of the community. The Macon County Sheriff's Office will be using their subrecipient JAG Funds to assist the Decatur Police Department by providing more officers to cover areas with high gun and violent crimes. The project goal will be to ensure the citizens in these high crime areas have a heightened sense of safety in their communities and to target and arrest those involved with gun violence and other violent crimes.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications

submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the

recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially

reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a

gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated

to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among

other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ

awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any

accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award

funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

Condition 66

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Condition 67

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 68

Withholding of funds for proposal narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the proposal narrative for this award, and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/2/24 12:02 AM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Police

DATE: 1/21/2025
MEMO: 25-02
TO: Honorable Mayor and City Council Members
FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

SUBJECT:

Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City of Decatur for Distribution of the 2024 Byrne Justice Assistance Grant

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the council approve the 2024 intergovernmental agreement for acceptance and distribution of JAG funds to address violent crime.

BACKGROUND:

The Decatur Police Department applied for JAG Grant funding for the enforcement of laws associated with violent crimes and weapon offenses and was awarded \$58,510. This grant is to be shared with the Macon County Sheriff's Department (MCSO). The Decatur Police Department is to receive 75% and the Sheriff's Department is to receive 25% of the funds.

The Decatur Police Department will be the administrator of the grant, thus all requests for reimbursement, including those requested by MCSO, are submitted by DPD. The City of Decatur will then receive all of the reimbursement funds, including those requested by MCSO. The City of Decatur then disburses the requested funds to MCSO.

As such, an intergovernmental agreement between the City of Decatur and Macon County is being requested and presented.

It should be noted that the JAG grant has been awarded to DPD numerous times in the past and the intergovernmental agreement between the two entities has been part of the administration of the grant.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:
2023-236

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:
None

STAFF REFERENCE: Shane Brandel, Chief of Police

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. Council Resolution JAG 2024 MSO-DPD Agreement
2. 2024 Interagency Agreement

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF MACON AND THE CITY OF DECATUR
FOR DISTRIBUTION OF THE 2024 BYRNE JUSTICE ASSISTANCE GRANT**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the County of Macon regarding disbursement of JAG grant funds be, and the same is hereby, received, placed on file and approved.

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

PRESENTED, PASSED, APPROVED, AND RECORDED this 21st day of January,
2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MACON

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 16th day of December, 2024, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY up to fourteen-thousand six hundred twenty seven dollars and 50 cents (\$14,627.50) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of up to \$14,627.50 of JAG funds.

Section 2.

The City agrees to use \$43,882.50 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By: _____

Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk

Police

DATE: 1/21/2025

MEMO: 25-3

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

SUBJECT:

Resolution Authorizing the Purchase of Graykey License Renewal from Magnet Forensics for the Decatur Police Department

SUMMARY RECOMMENDATION: Approve by resolution the purchase of the GrayKey license renewal for the Decatur Police Department.

BACKGROUND:

Today, virtually every criminal investigation involves digital evidence which is why the Decatur Police Department has personnel extensively trained in the extraction and analysis of digital data. The Decatur Police Department has utilized Grayshift LLC's GrayKey since 2018. Grayshift LLC developed GrayKey which is a state-of-the-art mobile digital forensic access tool that extracts encrypted or inaccessible data from mobile devices.

In the field of digital forensics, mobile devices often contain critical information. Accessing data from various devices is crucial in criminal investigations. GrayKey provides the most comprehensive iOS and modern Android device support allowing the full content to be extracted. GrayKey also integrates easily with other forensic analysis products utilized by the Department. By doing this, GrayKey allows the Decatur Police Department to obtain a more complete and detailed data extraction giving our Criminal Investigations Division access to critical evidence.

The Decatur Police Department's annual renewal license is for the Premier version of GrayKey which provides two (2) devices under one license and unlimited iOS and Android extractions. GrayKey is necessary to resolve critical investigations quickly and enhance public safety in Decatur.

The annual renewal license, purchased through Magnet Forensics, for GrayKey-Premier Unlimited iOS and Android extractions with two (2) devices, is \$57,110. This expense is budgeted police department general fund. The license would be valid from February 1, 2025-January 31, 2026.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:
2023-274

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Shane Brandel, Chief of Police

BUDGET/TIME IMPLICATIONS: This expense is included and itemized in the police department general fund.

ATTACHMENTS:

1. Council Resolution - GK Renewal
2. Decatur PD - GK Renewal - FY25

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF GRAYKEY LICENSE
RENEWAL FROM MAGNET FORENSICS FOR THE DECATUR POLICE
DEPARTMENT**

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

Section 1. That the quote presented to the City Council herewith from Magnet Forensics regarding the renewal of the GrayKey license for the Decatur Police Department be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said payment on behalf of the City of Decatur to Magnet Forensics in an amount not to exceed \$57,110.

PRESENTED, PASSED, APPROVED and RECORDED this 21st day of January 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Address:

Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

E-Mail: sales@magnetforensics.com

Quote #:

Q-370704-1

Issue Date:

18 Nov, 2024

Expires On:

31 Jan, 2025

Bill To

Todd Koester
Decatur Police Department
707 South Side Drive
Decatur, IL 62521
US
2175423447
tkoester@decaturil.gov

Ship To

Todd Koester
Decatur Police Department
707 South Side Drive
Decatur, Illinois 62521
United States
2175423447
tkoester@decaturil.gov

End User

Todd Koester
Decatur Police Department
707 South Side Drive
Decatur Illinois 62521
United States
2175423447
tkoester@decaturil.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Jarrett Kirkup	(226) 243-6323	jarrett.kirkup@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-PR-B	GrayKey License - Premier Bundle Renewal for Serial Numbers: 74ce5fd9d4390709 b93f61d9d4a1211a	1 Feb, 2025 to 31 Jan, 2026	USD 57,110.00	1	USD 57,110.00
GKL-ONF-PRMR	GrayKey License - Premier Excursion Credits Included: 2 Renewal for Serial Numbers: b93f61d9d4a1211a	1 Feb, 2025 to 31 Jan, 2026	USD 0.00	1	USD 0.00
GKL-ONF-PRMR	GrayKey License - Premier Excursion Credits Included: 2 Renewal for Serial Numbers: 74ce5fd9d4390709	1 Feb, 2025 to 31 Jan, 2026	USD 0.00	1	USD 0.00

Sub-Total USD 57,110.00
Taxes USD 0.00
Grand Total USD 57,110.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-370704 - USD 57,110.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Jarrett Kirkup at jarrett.kirkup@magnetforensics.com

Public Works

DATE: 1/21/2025
MEMO: 2025 - 07
TO: Honorable Mayor and City Council Members
FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:
Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Grappler Truck

SUMMARY RECOMMENDATION: Staff recommends awarding a Sourcewell contract in the amount of \$251,372.00 to EJ Equipment, to furnish one (1) 2024 Freightliner M2106 Plus Chassis with Palfinger M13A98/22' Beuroc MPHD Dump Body.

BACKGROUND:

The Public Works, Municipal Services Division has requested a new Grappler Truck to replace the existing Bucket Truck, #437. A review of the ongoing use and need for the old bucket truck in the Forestry Section indicated that a Grappler Truck would be much more useful in hauling tree debris and 72 hour clean ups. The cost is generally the same between the two units.

Unit #437 has been selected to be replaced due to its age and condition.

The replacement vehicle is currently in stock and ready to be delivered.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION:

None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Municipal Services Division and Forestry Section needs.

STAFF REFERENCE: Matt Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions on this item.

BUDGET/TIME IMPLICATIONS: Funding for the truck expenditure is provided in the approved FY2025 Budget.

ATTACHMENTS:

1. 2025-07 Grappler Truck Resolution

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A SOURCEWELL CONTRACT FOR THE
PURCHASE OF ONE (1) GRAPPLER TRUCK**

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

Section 1. That the Sourcewell Bid from EJ Equipment, received for One (1) 2024 Freightliner M2106 Plus with Palfinger M13A98/22" Beuroc MPHD Dump Body presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell Bid from EJ Equipment, in the amount of \$251,372.00, 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 EJ Equipment, for their quote price of \$251,372.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9/12/2024

Quote ID#3018HD

Mr. Chris Bergschneider

City of Decatur
1 Gary k. Anderson Plaza
Decatur, IL 62523

Dear Chris Bergschneider,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (2024 Freightliner M2106 Plus, Cummins L9 350 HP Engine, Allison 3000 RDS Transmission with Palfinger M13A98/22' Beuroc MPHD Dump Body) and provided by Ms. Julie Belan with EJ Equipment, each for:

	Contract Price
Subtotal	\$ 251,372.00
Tax (0.00%)	\$ 0.00
 Total	 \$ 251,372.00

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

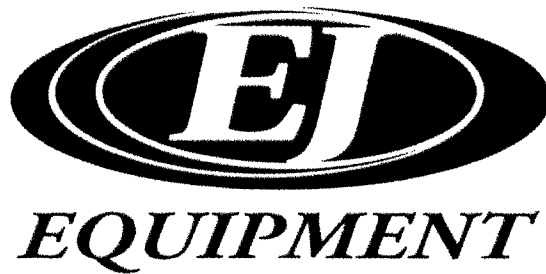
BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497

EXHIBIT A





BUILD SHEET
PALFINGER M13A98/22' BEAUROC MPHD DUMP BODY

Palfinger Epsilon M13A98 hydraulic loader with heated seat, seat belt, truck mount column, hydraulic oil cooler under ladder mounted and 10-ton rotator

Complete structural, hydraulic and electrical installation of M13A loader, including:

- Hotshift PTO with direct mount hydraulic pump
- Palfinger 79 gallon steel hydraulic tanks with in tank return filter, 2" shut off valve and 46 weight hydraulic oil
- Frame mounted hydraulic oil cooler, 26.8 HP, 20.0 KW heat removal
- Continental hydraulic hose and fittings
- Weatherproof electrical junction box with DIN rail mounted mini-breaker for crane power and throttle relay, solenoid activated with PTO switch
- Throttle control switch at topseat wired to throttle relay in junction box with relay connected to truck remote PTO interface plug
- 42" Bakker BDV100-42 refuse grapple featuring Protect Connect mounting system
- 22' BeauRoc MPHD dump body (37 cu. yd) with 72" high sides and cut down at front of body to 60"
- 1/4" HARDOX 450 floor, 3/16" HARDOX 450 front and sides, 5/32" HARDOX 450 rear door
- Single swing rear body door
- Front mounted telescopic hoist
- Body painted gloss black enamel
- Manual body control valve mounted on driver side frame rail within cab switched electric diverter to divert hydraulic function between loader and body
- LED body light package - 3/4" marker and 3 light bar lights with 4" round stop/turn/tail and reverse lights in sealed boxes on bottom rear corners of body
- LED strobe lights, cab switch, featuring flange mounted strobe lights in front grill / bumper and outside edge of rear light boxes
- Steel tube ICC bumper uprights and cross beam
- Spring loaded, frame mounted mudflap brackets with mudflaps
- 18'X18"X36" black steel toolbox, frame mounted
- All DOT and function decals
- QR code equipment management system labeling
- Complete load and stability testing

Prepared for:
Edward Lesage
E J EQUIPMENT
6949 NORTH 300 EAST ROAD

MANTENO, IL 60950
Phone: 815-468-0250

Prepared by:
Duane Schaefer
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GROUP
776 N. YORK STREET
ELMHURST, IL 60126
Phone: 815-509-9079

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-005	SPECPRO21 DATA RELEASE VER 005		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
AF2-998	NONE		
A85-011	CONSTRUCTION SERVICE		
A84-1CO	CONSTRUCTION BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		

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EJ Equip TA Grappler 23 July



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Data Code	Description	Weight Front	Weight Rear
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		
Truck Service			
AA3-005	FLATBED/PLATFORM/STAKE BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 22.0 ft		
AF3-169	PETERSEN INDUSTRIES		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-009	PTO MODE ENGINE RPM LIMIT - 1200 RPM		
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED		
79P-006	PTO RPM WITH CRUISE SET SWITCH - 1050 RPM		
79Q-006	PTO RPM WITH CRUISE RESUME SWITCH - 1050 RPM		
79S-013	PTO MODE CANCEL VEHICLE SPEED - 2 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-001	ONE REMOTE PTO SPEED		
79X-020	PTO SPEED 1 SETTING - 1050 RPM		
80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS		
80F-001	AUTOMATIC MAINTENANCE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING		
80G-003	PTO MINIMUM RPM - 750		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
80S-019	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS		
Engine Equipment			

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Data Code	Description	Weight Front	Weight Rear
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		



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Data Code	Description	Weight Front	Weight Rear
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

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Data Code	Description	Weight Front	Weight Rear
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED		
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-158	CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

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Data Code	Description	Weight Front	Weight Rear
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-010	FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4	
410-001	FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		2,580
421-529	5.29 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	45	45
388-012	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES		10
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE		

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Data Code	Description	Weight Front	Weight Rear
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF		
87B-028	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE WIGN OFF OR SPEEDS EXCEEDING 15 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		810
621-015	HENDRICKSON RT/RTE - 6.00" SADDLE		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		-20
628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		100
439-001	REAR SHOCK ABSORBERS - ONE AXLE		40
Brake System			
018-002	AIR BRAKE PACKAGE		
490-1AV	WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		

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Data Code	Description	Weight Front	Weight Rear
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-005	AIR DRYER MOUNTED INBOARD ON RH RAIL		
460-1AU	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS		
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Trailer Connections

919-063	(1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB
---------	---

Wheelbase & Frame

	545-675	6750MM (266 INCH) WHEELBASE		
*	546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	430	150
	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	220	430
	552-009	3050MM (120 INCH) REAR FRAME OVERHANG		
	55W-011	FRAME OVERHANG RANGE: 111 INCH TO 120 INCH	-100	450
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 200.2 in		
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 197.2 in		
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 415.24 in		
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 143.98 in		
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 249.03 in		
	553-001	SQUARE END OF FRAME		
	550-001	FRONT CLOSING CROSSMEMBER		
	559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
	561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
*	562-056	STANDARD MIDSHIP #1 CROSSMEMBER MOUNTED 41 INCHES BACK OF CAB		
	572-001	STANDARD REARMOST CROSSMEMBER		
	565-001	STANDARD SUSPENSION CROSSMEMBER		

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Data Code	Description	Weight Front	Weight Rear
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-011	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
924-006	UPPER TRUCK EQUIPMENT MANUFACTURER AND LOWER WRAPPED LEFTHAND MID-CHASSIS ROUTING & CLIPPING BRACKETS FOR A 10 INCH RAIL		
601-020	3D STEP VEHICLE MODEL		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-004	POLISHED STAINLESS STEEL STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		120
Hubs			

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Data Code	Description	Weight Front	Weight Rear
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5	
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-090	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		



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Data Code	Description	Weight Front	Weight Rear
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
275-064	PARK BRAKE REMINDER WARNING SYSTEM; 2- STAGE ELEC HORN & HAZARD LAMP ALERT CTRL BY PART FILTER REGEN REQ'D STATUS		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET (1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-035	LH AND RH KICKPLATES		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		

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Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-344	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT WITH HEADRESTS, SEATS INC.	20	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

* 4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS
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Data Code	Description	Weight Front	Weight Rear
	\$C1B0083ZZ,C1C0084ZZ,C1D0085ZZ,C2A0082ZZ		
106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-035	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-036	CRUISE CONTROL STEERING WHEEL MOUNTED WITH DISENGAGE WITH WIPERS ON		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
157-007	MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS		
48C-008	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR 1 UNDER CAB, CONNECTOR 2 BETWEEN SEATS, W/BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		



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Data Code	Description	Weight Front	Weight Rear
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-006	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2	
33A-804	PROVISIONS FOR BODY BUILDER WIRED BOOM OUT OF STOW WARNING SYSTEM PILOT LIGHT AND INSTRUMENT CLUSTER BUZZER		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-012	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (8) 20 AMP FUSED RELAYS		
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-133	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, BLUNT CUT		

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Data Code	Description	Weight Front	Weight Rear
4C1-026	HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C3-017	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C4-017	HARDWIRE SWITCH #4, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES		
264-033	STEERING WHEEL MOUNTED ELECTRIC HORN CONTROL		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
976-995 SUNVISOR PAINTED SAME AS CAB COLOR A
969-998 NO CAB/BODY EXTERIOR DECALS
963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

TOTAL VEHICLE SUMMARY

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Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8013 lbs	8035 lbs	16048 lbs
Total Weight ⁺	8013 lbs	8035 lbs	16048 lbs

Other Factory Charges

PNZ-002	CARB-COMPLIANT BASE WARRANTY DD8 DS/B6.7 L9 >=330
PMV-021	GHG21 ENHANCEMENT PRICE
PNV-998	NO CARB24 PRICING IMPACT
PCJ-026	VOCATIONAL TRUCK STOCKING PROGRAM DISCOUNT - (\$2,000) M2106
RD1-303	3 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL) POWERED BY DETRIOT CONNECT
RAC-42N	M2/SD PLUS ESCALATOR
RAG-020	CUMMINS TARIFF CHARGE - \$205
RAT-24Y	MY24 ESCALATOR
RFY-022	FRONT TIRE SURCHARGE
RFU-022	REAR TIRE SURCHARGE
RFZ-024	MY24/CY23 PRICING SURCHARGE
P73-2FT	STANDARD DESTINATION CHARGE

Extended Warranty

WAG-038	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES
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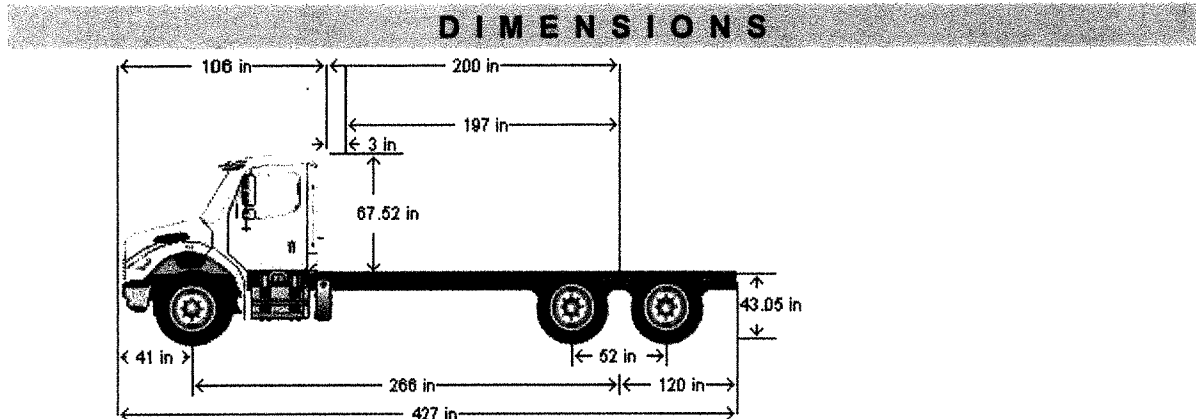
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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) 6750MM (266 INCH) WHEELBASE
Rear Frame Overhang (552) 3050MM (120 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
Mounting Location (577) NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) 0
Maximum Rearward Position (in) 0
Amount of Slide Travel (in) 0
Slide Increment (in) 0
Desired Slide Position (in) 0.0
Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
WITH RH HORIZONTAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	200.2
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	197.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	320.3
Cab Height (CH)	67.5
Wheelbase (WB)	265.7
Frame Overhang (OH)	120.1
Overall Frame Length	415.2
Overall Length (OAL)	426.6
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	43.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	20000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	44000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	64000
Expected GCW (lbs)	0.0
Front Axle (400)	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	20,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS
Front Tires (093)	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Rear Axle (420)	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622)	HENDRICKSON RT463 @46,000# REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
Rear Tires (094)	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES



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TABLE SUMMARY - GVWR

	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	20000	22000	22000
Suspension	20000	23000	23000
Hubs	23000	26000	26000
Brakes	20000	22000	22000
Wheels	20000	29600	29600
Tires	20000	24020	24020
Power Steering	22000	N/A	N/A
GAWR (per axle)	20000	22000	22000
GAWR (per axle system)	20000		44000
Expected Load (per axle system)	20000		44000
GVWR due to Frame	90000		
GVWR due to Transmission	80000		
Vehicle GVWR Summary			
Calculated GVWR	64000		
Expected GVWR	64000		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Prepared for:
Edward Lesage
E J EQUIPMENT
6949 NORTH 300 EAST ROAD

MANTENO, IL 60950
Phone: 815-468-0250

Prepared by:
Duane Schaefer
TRANSCHICAGO TRUCK
GROUP
776 N. YORK STREET
ELMHURST, IL 60126
Phone: 815-509-9079

FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 6750MM (266 INCH) WHEELBASE
Frame Rails (546) 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
Yield Strength (psi) 120000
Section Modulus (per rail) (cu in) 16.979
RBM (per rail) (lbf-in) 2037600
Inner Frame Reinforcement (547) 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	6750MM (266 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	26.80
Frame RBM - per rail (lbf-in)	3217200

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

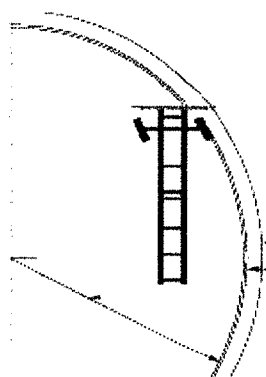


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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	78.9	+/- 3.0
Curb to Curb Diameter (ft)	77.4	+/- 3.0
Turning Radius (ft)	38.2	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model M2106
Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) 6750MM (266 INCH) WHEELBASE
Front Tires (093) MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in) 12.5
Front Axle (400) DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in) 71
Bumper (556) THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
Width (in) 93.5
Bumper Miter to Front Axle (in) 21.458
Primary Steering Location (003) LH PRIMARY STEERING LOCATION
Steering Gear (536) TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Dual Steering Gear RCH45
Ram NONE
Rear Axle (420) MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE
Axle Spacing (624) 52 INCH AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Public Works

DATE: 1/21/2025
MEMO: 2025-06
TO: Honorable Mayor and City Council Members
FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:
Resolution Accepting a Sourcewell Contract for the Purchase of Three (3) Dump Trucks

SUMMARY RECOMMENDATION: Staff recommends awarding a Sourcewell Contract # 032824-DAI in the amount of \$620,155 to Midway Freightliner Inc. for (3) 2025 Freightliner 108SD Dump Trucks upfitted by Woody's Municipal. Please see Exhibit A attached.

BACKGROUND:

The City of Decatur Street & Sewer Department has requested three (3) new dump trucks to replace three (3) existing dump trucks due to age and condition.

The trucks being replaced are :

#257 2009 International 7400 with 9768 hours.

#272 2010 International 7400 with 7985 hours.

#283 2010 International 7400 with 7730 hours.

*****The replacement Trucks are estimated to be delivered in the 4th quarter 2025.

DISPOSAL OF REPLACED UNITS: The replaced trucks will be sold/auctioned.

LEGAL REVIEW: There are no contracts for Legal to review

PRIOR COUNCIL ACTION:

None

OTHER BIDDERS: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote bid specifications-based on Streets & Sewers Department requirements.

STAFF REFERENCE: Matthew Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Paul Caswell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY 2025 Budget.

ATTACHMENTS:

1. 2025-06 Resolution Authorizing Sourcewell Contract for the purchase of three dump trucks

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A SOURCEWELL CONTRACT FOR THE
PURCHASE OF THREE (3) DUMP TRUCKS**

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

Section 1. That the Sourcewell Contract from Midway Freightliner, received for three (3) dump trucks presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell Bid from Midway Freightliner, in the amount of \$620,155.00, 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 Midway Freightliner, for their quote price of \$620,155.00 presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

032824-DAI



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.) DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Prepared for:
Christopher Bergschneider
DECATUR ILLIOIS CITY OF
1 Gary K Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2762

Prepared by:
Gary Keller
Midway Freightliner, Inc.
801 Marion City Road
Palmyra, MO 63461
Phone:

Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	18,000# FLAT LEAF FRONT SUSPENSION
CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB- FT @ 1200 RPM	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4350MM (171 INCH) WHEELBASE
MERITOR MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE	NO FIFTH WHEEL
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1600MM (63 INCH) REAR FRAME OVERHANG
	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (3)	\$ 107,079	\$ 321,237
EXTENDED WARRANTY		\$ 0	\$ 0
DEALER INSTALLED OPTIONS		\$ 99,846	\$ 299,538
CUSTOMER PRICE BEFORE TAX		\$ 206,925	\$ 620,775

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (207)	\$ (620)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
--------------------	--------	--------

BALANCE DUE	(LOCAL CURRENCY)	\$ 206,718	\$ 620,155
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



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Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)			STD
Data Version				
DRL-021	SPECPRO21 DATA RELEASE VER 021			N/C
Vehicle Configuration				
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748	\$134,782.00
004-226	2026 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	\$1,025.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
99D-019	CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR)			\$112.00
A85-011	CONSTRUCTION SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-003	DRY BULK COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs			

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Sourcewell- DeCatur SA 2025 108SD



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Prepared by:
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801 Marion City Road
Palmyra, MO 63461
Phone:

Data Code	Description	Weight Front	Weight Rear	Retail Price
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 38000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			
Truck Service				
AA3-018	FRONT PLOW/END DUMP BODY			N/C
AF3-1V4	GODWIN MANUFACTURING COMPANY			N/C
Tractor Service				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
Engine				
101-3BP	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM			\$3,055.00
Electronic Parameters				
79A-070	70 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-006	PTO MODE ENGINE RPM LIMIT - 1000 RPM			N/C
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM			N/C
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-002	PTO SPEED 1 SETTING - 750 RPM			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80S-017	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, ENGAGE WHILE DRIVING INTERLOCKS			N/C
80V-100	PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE			N/C
Engine Equipment				
99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10		\$562.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			\$18.00
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$88.00
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$816.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$3.00)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10	N/C
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			(\$17.00)
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)			N/C
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			STD
266-104	1115 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			STD

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			STD
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES			STD
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
84N-011	NEUTRAL AT STOP ENABLED			\$420.00
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			STD
85T-998	NO AMT HOLD MODE			STD
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS			\$125.00
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$125.00
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO	50		N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			\$254.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15		STD
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP			\$61.00
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210		\$2,253.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00

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Midway Freightliner, Inc.
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Data Code	Description	Weight Front	Weight Rear	Retail Price
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS			\$60.00
406-001	STANDARD KING PIN BUSHINGS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-005	18,000# FLAT LEAF FRONT SUSPENSION	290		\$767.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			\$121.00
Rear Axle and Equipment				
420-1N0	MERITOR MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10	\$268.00
421-529	5.29 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-094	RPL14 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (17T) YOKES	20	20	\$52.00
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$734.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH			N/C
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$140.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-10	STD
425-002	REAR BRAKE DUST SHIELDS		5	\$65.00
440-006	REAR OIL SEALS			STD
426-1B2	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			\$25.00

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Phone: 217-424-2762

Prepared by:
Gary Keller
Midway Freightliner, Inc.
801 Marion City Road
Palmyra, MO 63461
Phone:

Data Code	Description	Weight Front	Weight Rear	Retail Price
428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS			\$53.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
622-001	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD			STD
621-001	SPRING SUSPENSION - NO AXLE SPACERS			STD
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
623-005	FORE/AFT CONTROL RODS			STD
Pusher / Tag Equipment				
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System				
490-100	WABCO 4S/4M ABS			(\$179.00)
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			\$11.00
479-005	AIR DRYER MOUNTED INBOARD ON RH RAIL			N/C
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION			\$195.00
477-019	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS			\$90.00
Trailer Connections				
481-998	NO TRAILER AIR HOSE			STD
476-998	NO AIR HOSE HANGER			STD
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			N/C

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296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			N/C
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			N/C
310-998	NO TRAILER ELECTRICAL CABLE			STD
Wheelbase & Frame				
545-435	4350MM (171 INCH) WHEELBASE			N/C
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	240	130	\$1,450.00
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20	\$4.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 105.71 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 102.71 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 299.41 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 64.45 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 73.09 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in			
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		\$50.00
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1E5	14 INCH PAINTED STEEL BUMPER			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$80.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
585-998	NO MUDFLAP BRACKETS			STD
590-998	NO REAR MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE			STD
Fifth Wheel				
578-998	NO FIFTH WHEEL			STD
Fuel Tanks				
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5		\$107.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H4	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND 12 VOLT PREHEATER	-5		\$30.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$1,560.00
094-1RB	CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES		44	(\$28.00)
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$216.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52	STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-037	SHORT FENDER WITH MUDFLAP			\$141.00
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			\$80.00
646-041	STATIONARY BLACK GRILLE			STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
690-002	TUNNEL/FIREWALL LINER			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK			(\$23.00)
726-001	SINGLE ELECTRIC HORN			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			\$162.00
311-001	DAYTIME RUNNING LIGHTS			STD
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			(\$117.00)
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD			\$423.00
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD

Cab Interior

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Data Code	Description	Weight Front	Weight Rear	Retail Price
055-017	PROFESSIONAL TRIM PACKAGE			N/C
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"			N/C
70K-016	CARBON WITH BASE BLACK ACCENT			(\$100.00)
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-027	(2) 12V DASH MOUNTED POWER OUTLETS			\$11.00
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			STD
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			\$145.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B3	STANDARD LED CAB LIGHTING			STD
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2		STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-003	KEY QUANTITY OF 3			\$9.00
655-005	LH AND RH ELECTRIC DOOR LOCKS			STD
740-998	NO MATTRESS	-20	-15	STD
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$167.00
760-337	BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT			\$236.00
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$69.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
758-1AK	BLACK VINYL DRIVER SEAT COVER			(\$78.00)
761-1AK	BLACK VINYL PASSENGER SEAT COVER			(\$74.00)
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			(\$124.00)
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL			STD
732-998	NO INSTRUMENT PANEL-DRIVER			STD
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-001	BLACK GAUGE BEZELS			(\$1.00)
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3	\$77.00
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS			\$134.00
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS			\$96.00
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP			\$6.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY			STD
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$60.00
736-998	NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
72J-998	NO DR ASSIST SYSTEM			(\$32.00)
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			(\$1,019.00)
73B-998	NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
72K-998	NO REVERSE PROXIMITY SENSOR			STD
679-024	LEFTHAND/CENTER/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK			\$197.00
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10		\$735.00
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE			STD
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			STD
749-998	NO CB RADIO MOUNTING PROVISION			STD
75W-002	SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS			STD
78C-003	INTEROPERABLE SDAR ANTENNA			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
8DE-998	NO ASE DATA SVCE EXTENSION			STD
RDE-998	NO EXTENSIONS			STD
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-133	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, BLUNTCUT			\$150.00
4C1-027	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS BATTERY POWER			\$15.00
4C2-025	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$15.00
4C3-017	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER			N/C
4C4-005	HARDWIRE SWITCH #4, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER			\$15.00
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
482-001	BW TRACTOR PROTECTION VALVE			N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE			N/C
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-020	STANDARD BLACK BUMPER PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
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Sales Programs

PMY-3D5	SD QUOTE SALES PROGRAM			N/C
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TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$145,827.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8097 lbs	4012 lbs	12109 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	8097 lbs	4012 lbs	12109 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PNZ-002	CARB-COMPLIANT BASE WARRANTY DD8 DS/B6.7 L9 >=330	\$1,860.00
PMV-024	GHG24 SURCHARGE - CUMMINS	\$555.00
PCA-005	SOURCEWELL DEALER CHARGE	\$800.00
RD1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BYDETROIT CONNECT ON CUMMINS ENGINES	STD
RAG-020	CUMMINS TARIFF CHARGE - \$205	\$205.00

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R26-001	MY26 ESCALATOR	\$3,750.00
P73-2FT	STANDARD DESTINATION CHARGE	\$3,375.00

Dealer Installed Options

	Weight Front	Weight Rear	Price
WOODY'S EQUIP TO INSTALL 12' GALION SS BED, CENTRAL HYD, BUYER'S 10' X 42" PLOW, HIWAY 6" TG SPREADER, HITCH	0	0	\$99,846.00
Total Dealer Installed Options	0 lbs	0 lbs	\$99,846.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Public Works

DATE: 1/21/2025

MEMO: 2025-05

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager

SUBJECT:

Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing execution of a grant agreement between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur. Through this agreement, the City will receive \$349,665.01 in Federal funds and the City will provide \$253,110.00 for the implementation of watershed projects.

BACKGROUND:

The application for this water quality initiative grant was submitted in December 2022 and is now getting awarded to the City. It is the third IEPA grant (commonly called Section 319 Nonpoint Source Pollution Control Grant) that the City has applied for since completing the dredging project. City staff intends to apply for these annually to help implement best management practices (BMPs) and create subwatershed resource plans in the Upper Sangamon River (Lake Decatur) watershed to reduce nonpoint source pollution, the amount of soil entering the lake, and improve the lake's water quality.

The grant will fund these activities:

- Stabilize 2,145 linear feet of critical eroding Lake Decatur shoreline segments. As in the 2023, a "breakwater" riprap design will be used, which allows for new vegetation to take root behind the breakwater and fish breeding to occur in the wide apron of the breakwater.
- Construct 5.8 acres of wetlands in small tributaries to Lake Decatur
- Complete 1,500 linear feet of streambed stabilization (approximately 6 riffles)
- Northwater Consulting will update Illinois EPA approvable watershed-based plan for Big Creek Watershed and Long Creek Watershed that will meet the nine key elements of a watershed-based plan.

The last project is particularly significant because it will allow the Bluffs watershed to be included in the second cycle of RCPP funding for our watershed. The City anticipates applying for that grant late in 2025.

The constructed BMPs will reduce annual nonpoint source pollutant loadings to Lake Decatur of approximately 506 tons of sediment, 556 pounds of phosphorus and 3,639 pounds of nitrogen. Although these amounts represent a small percentage of the estimated sediment/nutrient loading on Lake Decatur, the cumulative effect over time can be significant. Another reason for these projects is that The City's investment in watershed management is a small fraction of the grant funding we are receiving. Partly as a result of our good-faith efforts

to reduce sediment and nutrient loading using our own funds, we have attracted \$9.88 million in RCPP grants and \$650,000 in Section 319 grants, a total of \$10,530,000.

These projects also bring ecosystem benefits beyond sediment and nutrient reduction. For example, "Wetlands are among the most productive ecosystems in the world, comparable to rain forests and coral reefs. An immense variety of species of microbes, plants, insects, amphibians, reptiles, birds, fish and mammals can be part of a wetland ecosystem," according to the USEPA.

LEGAL REVIEW: The agreement documents were submitted to the Legal Department for review on December 11, 2024.

PRIOR COUNCIL ACTION:

1. On July 17, 2023, City Council approved a previous Section 319 Grant funding between the State of Illinois, Illinois Environmental Protection Agency and City of Decatur.
2. On September 25, 2023, the City Council received an update on watershed management and water-related capital projects at a study session at the South Water Treatment Plant.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Jeff Boeckler, Northwater Consulting

STAFF REFERENCE: Matt Newell, Public Works Director; Robert Weil, Water Production Manager; and Jennifer Gunter, Watershed and Lake Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was written by Jennifer Gunter, Watershed and Lake Manager.

BUDGET/TIME IMPLICATIONS: This grant is a cost share grant in which the State of Illinois will provide up to 60% of the cost of the grant's projects. The remaining 40% of the cost must be provided by other parties. This grant is being funded by:

	<u>Amount</u>	<u>Percentage</u>
State of Illinois	\$349,665.01	58%
City of Decatur	\$253,110.00	42%
TOTAL	\$602,775.01	100%

BMP construction costs were based on 2021 estimates. Due to significant cost increases since then, it is conservatively estimated that the City may have to expend additional cost share funds from the Water Lake Capital budget for Watershed Protection Program funds to fully fund this grant's BMP construction projects. However, the adopted budget is expected to be sufficient to cover this difference.

Work on the grant is expected to start January 2025, and be completed by December 31, 2026.

ATTACHMENTS:

1. Resolution IEPA Section 319 Grant
2. Section 319 2025 Projects Location Map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT
BETWEEN THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY AND THE CITY OF DECATUR**

WHEREAS, the improvement of Lake Decatur water quality is essential to public health, safety and welfare; and

WHEREAS, the State of Illinois, Illinois Environmental Protection Agency has the authority to make such grants and makes funds available for improving Lake Decatur water quality; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That the Grant Agreement, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and State of Illinois, Illinois Environmental Protection Agency, 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 Grant Agreement between the City of Decatur, Illinois and the State of Illinois, Illinois Environmental Protection Agency.

PRESENTED AND ADOPTED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
CITY OF DECATUR**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and CITY OF DECATUR (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Environmental Protection Agency

City of Decatur

By: _____
Signature of James Jennings , Title Acting Director

By: _____
Signature of Authorized Representative

By: N/A
Signature of Designee
Date: _____
Printed Name: N/A
Printed Title: N/A

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: Andrew Armstrong
Printed Title: Chief Legal Counsel
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Email: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: Jacob Poeschel
Printed Title: Chief Financial Officer
Third Grantor Approver

By: _____
Signature of Fourth Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Fourth Grantor Approver

PART ONE - THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 12/31/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$349,665.01, of which \$349,665.01 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):
The Grantee shall receive \$349,665.01 under this Agreement.

TOTAL PROJECT COST: \$ 602,775.01
Grantor Share: \$ 349,665.01 58% of Total project cost
Grantee Share: \$ 253,110.00 42% of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1st of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
EPA.FiscalServ@Illinois.gov
P.O. Box 19276; Mail Code #2
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit D (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in

another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 9950023, the federal awarding agency is United States Environmental Protection Agency, the Federal Award date is 9/15/2023. If applicable, the Assistance Listing Program Title is Section 319(h) – Nonpoint Source Pollution Control Financial Assistance Program and Assistance Listing Number is 66.460. The Catalog of State Financial Assistance (CFSA) Number is 532-60-0378 and the CSFA Name is Nonpoint Source Pollution Control. If applicable, the State Award Identification Number (SAIN) is 0378-5620.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and HCL3MP6L8XV5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376001308 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non-Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any

statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the de minimis rate as set forth in CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost

categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be

considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must

follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII

TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures

regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV

NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII

CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the

terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will implement best management practices (BMPs) recommended in the Lake Decatur Bluffs and Wildcat Creek and Friends Watershed-based plans (HUC 0713000604) to reduce nonpoint source pollution to protect water quality. BMPs will include shoreline stabilization using breakwater stabilization techniques, stream channel stabilization using riffles, and 5.8 acres of wetland creation and/or restoration. The wetland projects will include: 1) one project that re-connects stream to its floodplain using large stream riffles which will enhance up to 2 acres of wetland on private ground adjacent to Lake Decatur; 2) 2 acres of wetland creation/restoration will be on city-owned land in the Friends Creek subwatershed on a small unnamed tributary to Friends Creek involving re-directing tile flow and surface runoff into an existing basin/cell system and retrofit the basin with a series of water control structures; and 3) 1.8 acres of wetland creation near Allerton Park in the Wildcat Creek subwatershed.

This project will also develop a watershed-based plan for the 29,733 acre Big/Long Creek watershed which is made up of Big Creek-Long Creek watershed (HUC 071300060409) and Long Creek watershed (HUC 071300060406). This plan will be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised). The watershed planning process will include planning meetings and one-on-one landowner outreach.

• OUTPUTS:

o 1 updated Illinois-EPA approvable watershed-based plan for Big Creek Watershed and Long Creek Watershed that meets the nine key elements of a watershed-based plan including:

- ☐ Planning meetings
- ☐ One-on-one landowner outreach

o 2,145 linear feet of shoreline stabilization

o 5.8 acres of wetland creation

o 1,500 linear feet of streambed stabilization (approximately 6 riffles)

• OUTCOMES:

o Water quality protection of Lake Decatur (IL_REA), Sangamon River (IL_E-95), Wildcat Creek-Sangamon River (IL_EZS), Shiloh Chapel-Friends Creek (IL_EV-02), Long Creek (IL_EUA-01), and Big Creek (IL_EU-01) in the Lake Decatur-Sangamon River watershed (0713000604)

o Annual pollutant load reductions: 556 pounds of phosphorus; 3,639 pounds of nitrogen; and 506 tons of sediment

o Future implementation of the watershed-based plan recommendations.

o Water quality restoration of waterbodies in the Lake Decatur watershed.

EXHIBIT B

DELIVERABLES OR MILESTONES

Description	Completion Date
PROJECT COORDINATION	
1. Project Coordination	September 30, 2026
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	June 1, 2025
O&M Plan	June 1, 2025
Sign Design	June 1, 2025
Landowner Agreement	June 1, 2025
Last Day to Start Implementation of BMP(s)	March 1, 2026
Complete Implementation of BMPs	June 1, 2026
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	June 30, 2026
WATERSHED-BASED PLANNING STRATEGY AND SELF ASSESSMENT OF PLAN	
3. Submit WBP Strategy	January 15, 2025
Complete Implementation of WBP Strategy	August 1, 2026
PROJECT REPORT	
4. Project Report	August 1, 2026
OTHER DIRECTED ACTIVITIES	
5. Periodic Performance and Financial Reports	
Annual Financial Reports	Quarterly as stipulated
Annual as stipulated	

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Rufus Ajayi

Title: Environmental Protection Specialist

Address: Bureau of Water, Nonpoint Source Unit
Mail Code #15
P.O. Box 19276
Springfield, IL 62794-9276

Additional Information

GRANTEE CONTACT

Name: Jennifer Gunter

Title: Watershed and Lake Manager

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

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Rufus Ajayi

Title: Environmental Protection Specialist

Address: PO Box 19276, Springfield, IL 62794

Phone: 217-782-3362

TTY#: N/A

Email Address: rufus.ajayi@illinois.gov

GRANTEE CONTACT

Name: Jennifer Gunter

Title: Watershed and Lake Manager

Address: 1 Gary K Anderson Plaza Decatur, IL

Phone: 217-424-2834

TTY#: N/A

Email Address: jgunter@decaturil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the 2021 Lake Decatur Bluffs Watershed Plan, the Wildcat Creek and Friends Creek Watershed-based Plan, and the Illinois' Nonpoint Source Management Program

The Grantee shall also coordinate the development of an Illinois EPA-approvable watershed-based plan for the Big Creek-Long Creek (HUC 071300060409) and Long Creek (HUC 071300060406) Watersheds.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following current documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by June 1, 2025. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by June 1, 2025. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by June 1, 2025. Upon Grantor's request, the sign design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit D of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The draft landowner agreement shall be submitted by the Grantee to the Grantor for review by June 1, 2025. Upon Grantor's request, the Landowner Agreement shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit D of this Agreement must begin by March 1, 2026. In the event that construction and implementation of the Designs developed in accordance with Item 2 of Exhibit D of this Agreement has not begun by March 1, 2026, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to January 15, 2026. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by June 1, 2026. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by June 30, 2026. Support documentation includes invoice and photographic documentation.

WATERSHED-BASED PLANNING STRATEGY AND SELF ASSESSMENT OF THE PLAN

3. The Grantee shall cause the development of a succinct Watershed-Based Planning Strategy (Strategy) to update the Big/Long Creek watershed plan as an Illinois EPA approvable Watershed-Based Plan (Plan) for the Big Creek-Long Creek watershed (HUC 071300060409) and Long Creek watershed (HUC 071300060406) of the Upper Sangamon River watershed. The Plan shall be consistent with US EPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised) and Chicago Metropolitan Agency for Planning's "Guidance for Developing Watershed Action Plans in Illinois" dated June 2007.

The Strategy shall identify any updates needed in the existing watershed plan. See Attachment 2 for required components of a Watershed Resource Inventory. The updated plan will be developed from the existing watershed plan with input from the local stakeholders and local experts. The Plan shall include a problem statement, goals, and objectives and shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Potential management practices shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The Plan shall identify the costs and funding sources associated with implementing recommendations of the Plan. The Plan shall include an implementation schedule; description of interim, measurable milestones; public information/ education component; and a monitoring component. The Plan shall contain tables identifying site-specific best management practices (BMP) recommendations along with the associated units (number, feet, acres) that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and responsible

entity for each site-specific recommended BMP.

The Grantee shall perform a separate self-assessment for the final Plan developed under this Agreement using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form (Form) to verify that all elements of a watershed-based plan required in USEPA's April 12, 2013 guidance have been met. The Form shall be completed for the watershed-based plan and submitted by the Grantee to the Grantor by August 1, 2026 unless otherwise identified in the Strategy. Upon Grantor's request, the Form shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval.

The Strategy shall be submitted by the Grantee to the Grantor by January 15, 2025. Upon Grantor's request, the Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Only minimal activities related to Watershed-Based Planning shall be started until the Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Strategy by August 1, 2026.

PROJECT REPORT

4. The Grantee shall evaluate and prepare a report on the success of the Lake Decatur Water Quality Initiative Phase 3 Project in terms of water quality and NPS pollution control. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, budget, obstacles and successes encountered during implementation of the project. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, pollutant load reduction amounts for sediment, phosphorus, and nitrogen, the type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The Project Report shall be completed and submitted by the Grantee to the Grantor for review and approval by August 1, 2026. Upon Grantor's request, the Project Report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, the Grantee shall submit two (2) paper copies and one (1) electronic copy of the Report to the Grantor.

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Financial and Regulatory Reporting

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII REPORTING

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31 , with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 12/31 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

In reference to Part One, Article XI, Item 11.1 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 11.1, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

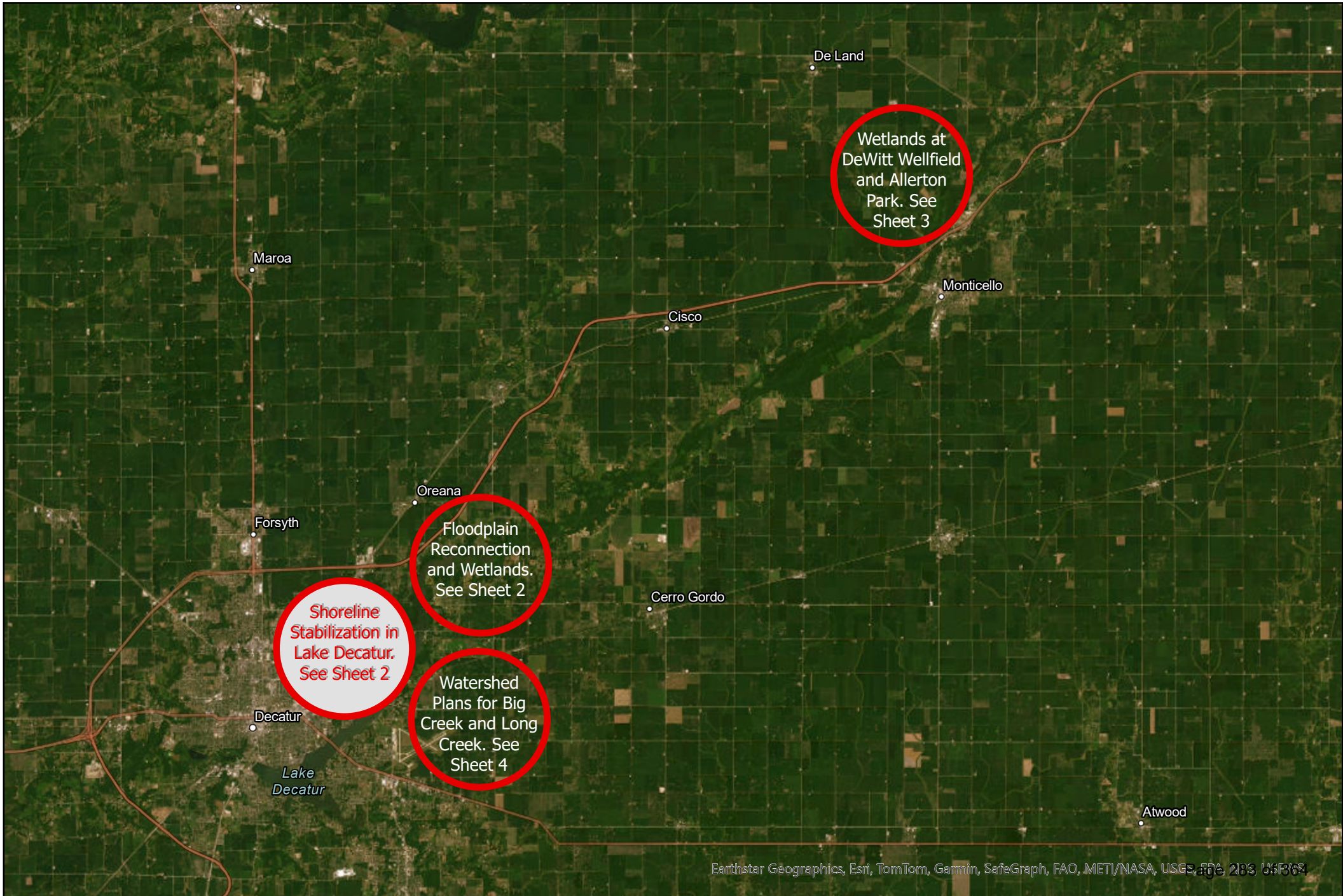
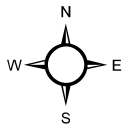
PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.



Section 319 Grant Projects 2025 Location Map



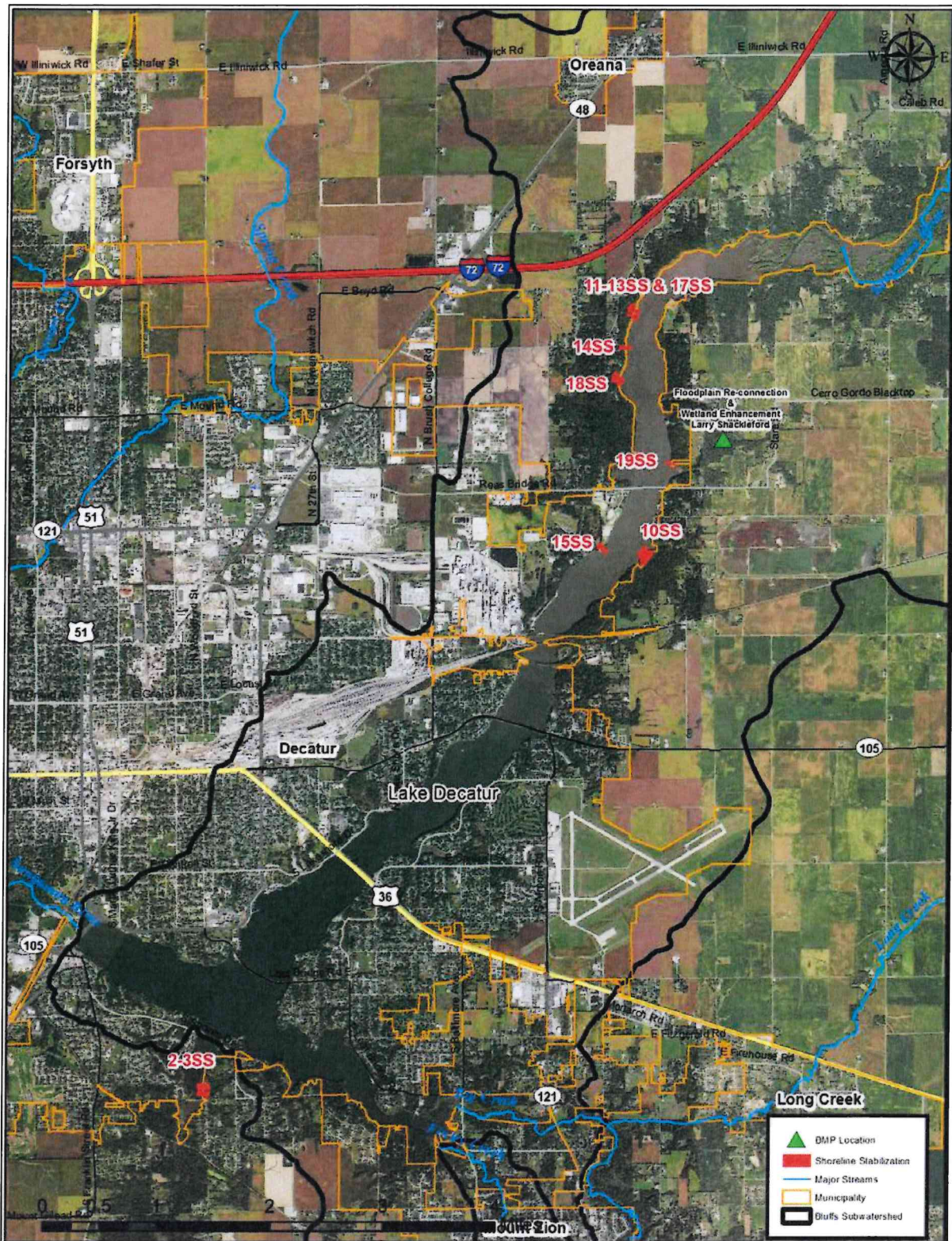
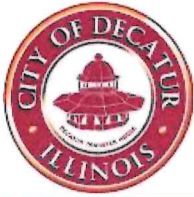


Figure 3 - BMP Locations 1

Section 319 Grant Projects 2025, Sheet 4 Big Creek and Long Creek Watershed Plans



DATE: 1/21/2025

MEMO: 2025-05

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager

SUBJECT:

Resolution Authorizing a Two-Year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring, Upper Sangamon River Watershed

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, a Resolution authorizing a two-year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring, Upper Sangamon River (Lake Decatur) Watershed for an two-year cost not to exceed \$92,547.

BACKGROUND:

The ongoing research by the University of Illinois on sediment and nutrients entering Lake Decatur from the Upper Sangamon River has been extremely valuable in guiding the watershed management program. The University has produced twelve research-based reports over the past 31 years, which proved instrumental in the City's water production decision-making; e.g. whether to build the nitrate reduction facility and its design criteria.

As Council is aware, a focused watershed monitoring program is also being conducted by the City's consultant, Northwater Consulting. In considering whether to renew the UIUC monitoring agreement, staff conducted a review of whether the two contracts are duplicative. What we found is that the two monitoring agreements are actually complementary and cost-efficient. For example:

- The UIUC research program establishes baseline information needed by Northwater, such as the curves that determine the amount of flow in a waterway based on water depth.
- UIUC performs water quality testing for Northwater and does so at a reduced cost to the City because of our research sponsorship. The testing is performed by university students. It would be difficult to find another lab in the area that could handle the volume and type of tests we need at a better cost.
- The water quality data from UIUC serves as a backup to Northwater's data when their equipment is down. It also serves as a QA/QC check on the data (and vice versa).
- Northwater's data is fed into UIUC's database, which allows data to be compared and trends established using the 31 years of data already in the system.
- Sponsoring the UIUC research is part of our in-kind effort that helped to attain the \$9.8 Million Resource Conservation Partnership Program grant.

The ongoing partnership with the University of Illinois made possible through this agreement also carries over

into other programs of benefit to the City. For example, the investigators on this research recently obtained an internal university grant related to floating wetlands for nutrient reduction. The floating wetlands will be deployed, at no cost to the City, during 2025 and 2026 so that the researchers can measure their effectiveness. The University researchers have also been active in promoting the City's watershed protection efforts in their sphere of influence.

LEGAL REVIEW: The agreement was provided to the Legal Department for review on December 6, 2024.

PRIOR COUNCIL ACTION:

- Beginning in 1993, the City of Decatur has been sponsoring research by the University of Illinois on sediment and nutrient monitoring for the Upper Sangamon River (Lake Decatur) watershed.
- On October 5, 2020, the City Council approved the most recent sponsored research agreement.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Erin Bauer, Illinois State Water Survey

STAFF REFERENCE: Matt Newell, Public Works Director, and Robert Weil, Water Production Manager. Mr. Newell will be present at the Council meeting. This memorandum was written by Robert Weil, Water Production Manager

BUDGET/TIME IMPLICATIONS: Sufficient funding and staff are available to continue sponsoring this research. This expenditure will be paid from the Water Lake Capital budget.

ATTACHMENTS:

1. 2025-05 Resolution U of IL - State Water Survey Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A TWO-YEAR SPONSORED RESEARCH
AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ILLINOIS FOR HYDROLOGIC, SEDIMENT AND NUTRIENT MONITORING, UPPER
SANGAMON RIVER WATERSHED**

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

Section 1. That the Sponsored Research Agreement presented to the Council herewith as Exhibit A and made part hereof, between the Board of Trustees of the University of Illinois 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 Sponsored Research Agreement between the City of Decatur, Illinois and the Board of Trustees of the University of Illinois at a two-year cost not to exceed \$92,547.00.

PRESENTED AND ADOPTED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Sponsored Service Agreement

This Service Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, through the University of Illinois Urbana-Champaign, Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and City of Decatur, organized and existing under the laws of Illinois with its principal offices at 1 Gary K. Anderson Plaza, Decatur, IL 62523 ("COMPANY"). The parties may be referred to individually as "Party" and collectively as the "Parties".

Article 1: Purpose

UNIVERSITY has determined the sponsored service will further the education, research, public service and economic development missions of UNIVERSITY.

COMPANY has identified a need for a unique service activity and desires to engage the expertise of UNIVERSITY to perform such activity and provide a specified deliverable to COMPANY.

Article 2: Scope of Services

2.1 Services to Be Performed. UNIVERSITY will use reasonable efforts to perform the project titled Hydrologic, Sediment and Nutrient Monitoring Upper Sangamon River Watershed for 2025 and more fully described in the Scope of Work attached to this Agreement as Exhibit A ("Services").

2.2 Technical Contacts. Each party appoints the following individual to serve as its technical contact during the performance of the Services. Each party will notify the other of any change in the technical contact in accordance with the notice requirements of this Agreement.

UNIVERSITY: Laura Seek

COMPANY: Robert Weil, Water Production Manager

2.3 Items to Be Provided. COMPANY will furnish the following items to UNIVERSITY in connection with the Services ("Items"):

☒ None (if None, the remainder of this Section 2.3 shall not apply)

2.3.1 UNIVERSITY shall use the Items only for the Services.

2.3.2 Nothing in this Agreement grants UNIVERSITY any rights to use Items or any products or processes derived from Items for profit-making or commercial purposes. COMPANY has no obligation to grant UNIVERSITY a license to use Items, except for the purpose of performing the Services under this Agreement. UNIVERSITY will not transfer the Items to any third party for any reason and will direct any third party requests for Items to COMPANY.

2.3.3 UNIVERSITY will exercise reasonable care in the handling and storage of Items but will not be liable to COMPANY for any loss of or damage to Items.

2.3.4 At COMPANY's direction, UNIVERSITY either will (a) destroy all unused Items and upon request provide COMPANY certification of destruction; or (b) return to COMPANY, at COMPANY's expense and to a location within the U.S., all unused Items.

2.4 Protocol. The Services require UNIVERSITY's compliance with an approved protocol? ☒No ☐Yes

If Yes, such protocol is attached in Exhibit B ("Protocol"). If applicable, UNIVERSITY shall be responsible for the appropriate reviews related to the use of animals or human subjects through the respective UNIVERSITY Institutional Animal Care and Use Committee ("IACUC") or Institutional Review Board ("IRB"). UNIVERSITY agrees to comply with the provisions of the Protocol and all applicable laws and regulations relating to the conduct of the Services as they relate to the Protocol.

Article 3: Term and Termination

3.1 Term. The term of this Agreement shall be 1/1/2025 through 12/31/2026.

3.2 Termination for Cause. In the case of material breach by either party, the non-defaulting party may terminate this Agreement at any time upon written notice if the breaching party fails to cure the breach within 30 days after receipt of written notice.

3.3 Termination for Convenience. Either party may terminate this Agreement for any reason upon 60 days' prior written notice to the other party.

3.4 Effect of Early Termination. In the event of early termination, COMPANY shall pay UNIVERSITY for Services performed through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date.

Article 4: Compensation

4.1 Compensation and Payment. This is a fixed price agreement. COMPANY will pay UNIVERSITY \$92,547 in accordance with the following payment schedule:

50% (\$46,273.50) within 30 days of execution of agreement

25% (\$23,136.75) by 12/31/2025

25% (\$23,136.75) by 12/31/2026

4.2 Billing. UNIVERSITY will send all invoices to COMPANY at the following address:

COMPANY's email address for invoice submission rweil@decaturil.gov

COMPANY's invoice contact:

Name: Robert Weil

Phone Number: 217-424-2834

Email Address: (if different from above)

Billing Address: 1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

4.3 Remittance Instructions. COMPANY will pay UNIVERSITY through one of the payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois
Sponsored Programs Administration, Post-Award
28392 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse (“ACH”) sent to UNIVERSITY’s bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300, USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY’s bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, Fl 15 New York, NY 10004
Nine-Digit Routing Transit Number	021000021
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	616002911
Swift Code:	CHASUS33XXX
Type of Account:	Checking

Article 5: Confidentiality

5.1 Confidentiality Obligation. Each party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other party in connection with the Services (“Confidential Information”); provided, however, that each party may share Confidential Information with third parties to the extent necessary to perform the Services under terms consistent with this Agreement. For written disclosures, the party disclosing Confidential Information will mark the information “Confidential” at the time of disclosure. For oral or visual disclosures, the party disclosing Confidential Information will designate the information “Confidential” at the time of disclosure and confirm such designation in writing to the other party no later than 30 days after disclosure. Each party’s obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing party; (d) is explicitly approved for release by written authorization of disclosing party; (e) is or has been developed by recipient independent of recipient’s access to disclosing party’s Confidential Information; or (f) is required by law or court order to be disclosed.

5.2 Response to Information Request. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to COMPANY and will reasonably cooperate with COMPANY to protect any COMPANY Confidential Information; provided, however, that UNIVERSITY's good faith compliance with any such request shall not constitute a breach of this Agreement.

Article 6: Rights in Deliverable(s)

"Deliverables" are those tangible items, as distinguished from intangible (intellectual) property, that are to be delivered by UNIVERSITY to COMPANY as part of the Services in accordance with Exhibit A. Title to existing intellectual property used by UNIVERSITY in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by UNIVERSITY employees and agents in performance of the Services shall vest in UNIVERSITY. Deliverables will be the property of COMPANY; however, all methodologies, existing data, technologies and know-how described in the Deliverables, or used by UNIVERSITY to create the Deliverables, shall be the exclusive property of UNIVERSITY. UNIVERSITY retains the right to use the Deliverables for all non-profit education, research, and public service purposes.

Article 7: Publication

7.1 Publication. Any public disclosure of the Service results by UNIVERSITY will be in collaboration with COMPANY, as scientifically appropriate and in accordance with this Article 7.

7.2 Review Period. At least 30 days prior to any publication, UNIVERSITY shall submit the manuscript or presentation material to COMPANY for review. If COMPANY determines that the manuscript or presentation material improperly discloses COMPANY's Confidential Information, or contains potentially patentable subject matter, COMPANY will notify UNIVERSITY of its determination in writing no later than thirty (30) days from its receipt of the manuscript or presentation material ("Review Period").

7.3 Notification by COMPANY. After notification by COMPANY and prior to publication, UNIVERSITY will delete COMPANY's Confidential Information from the manuscript or presentation material. In the case of potentially patentable subject matter, UNIVERSITY may delay enabling disclosure of the subject matter for no more than ninety (90) days from the date of submission of the manuscript or presentation material to COMPANY to provide adequate time to file for statutory protection. Alternatively, UNIVERSITY may either delete the potentially patentable subject matter or modify the manuscript or presentation material to avoid enabling disclosure and proceed with publication without delay.

7.4 COMPANY Silence. If UNIVERSITY does not receive written notice from COMPANY within the Review Period, UNIVERSITY may proceed with publication as proposed.

Article 8: Insurance

During all times relevant to this Agreement, each party will maintain insurance in accordance with the requirements of local law and will maintain general liability insurance with limits sufficient to cover the activities of its employees and agencies performing the Agreement. The insurance may be maintained in the form of a self-insurance plan or commercial insurance policies.

Article 9: Disclaimer of Warranties/Liabilities

UNIVERSITY PROVIDES ALL SERVICES AND DELIVERABLES AS-IS, WITHOUT WARRANTIES OF ANY KIND. UNIVERSITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, AND NON-INFRINGEMENT OF THIRD-PARTY PROPERTY RIGHTS. UNIVERSITY IS NOT LIABLE TO COMPANY FOR COMPANY'S USE OF THE SERVICES OR DELIVERABLES. UNIVERSITY WILL NOT INDEMNIFY COMPANY AGAINST, AND IS NOT LIABLE FOR, ANY THIRD-PARTY CLAIMS ARISING FROM OR RELATED TO THE SERVICES OR DELIVERABLES, OR COMPANY'S USE OF THE SERVICES OR DELIVERABLES.

Article 10: General Provisions

10.1 Force Majeure. Each party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other party and will resume its performance as soon as performance is possible.

10.2 Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not create an agency, employment, partnership, or joint venture relationship between the parties.

10.3 Use of Name. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. A party shall not use the name of the other party in any form of advertising or publicity without the express written permission of the other party. COMPANY shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor, Office of Strategic Communications and Marketing, University of Illinois; Email stratcom@illinois.edu.

10.4 Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.

10.5 Merger. This Agreement with all attachments constitutes the entire understanding of the parties concerning the subject matter of this Agreement and supersedes all previous or contemporaneous communications, either verbal or written, between the parties and relating to the same. Purchase orders issued after this Agreement do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

10.6 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.

10.7 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

10.8 Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of laws provisions. Any claim against UNIVERSITY shall be made in the Illinois Court of Claims. Any dispute arising out of or related to this Agreement shall be litigated in state court located within the State of Illinois. COMPANY: (i) consents

and submits to the jurisdiction of any state court located within Illinois; (ii) consents to delivery and service of process by means of the notice provisions established in this Agreement; and (iii) shall not bring any action or claim against UNIVERSITY in any other jurisdiction.

10.9 Export Control. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by COMPANY that COMPANY will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, COMPANY will notify UNIVERSITY and identify the items at issue and the applicable export control laws. UNIVERSITY may decline to accept any export-controlled items. COMPANY will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Sponsored Programs Administration; 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

10.10 Resolution of Disputes. The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with Article 3 and pursue any other legal remedies available.

10.11 Waiver. The failure of either party at any time to enforce any provisions of this Agreement shall not constitute a waiver of that party's right to later enforce the provision or all terms of the Agreement.

10.12 Counterparts. The parties may sign this Agreement in counterparts, which together constitute the Agreement. Facsimile, copied, and electronic signatures, such as in a scanned PDF, constitute original signatures.

10.13 Notices. To be enforceable, all notices must be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

UNIVERSITY Representative

Sponsored Programs Administration
Director, Pre-Award
Address: 1901 S. First Street, Suite A
Champaign, IL 61820
Phone: 217-333-2187
FAX: 217-239-6830
E-mail: spa@illinois.edu

COMPANY Representative

Name: Kim Althoff
Title: City Clerk
Address: 1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2708
FAX: n/a
E-mail: kalthoff@decaturil.gov

11. Representation of Signatories. Each party represents that the individuals signing this Agreement on its behalf are authorized signatories with power to bind the party to a contract.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

COMPANY

By: _____
Paul N. Ellinger, Comptroller

By: _____

Date: _____

Printed: Julie Moore Wolfe

Title: Mayor

Signature of Comptroller Delegate

Date: _____

Printed Name and Title of Comptroller Delegate

Acknowledged and Agreed:

Technical Contact

Approved for legal form, Office of University Counsel, DS 12/2021

Exhibit A

PROPOSAL

Hydrologic, Sediment and Nutrient Monitoring of the Upper Sangamon River Watershed for 2025-2026

by

Lara Seek
Erin Bauer

Illinois State Water Survey
Prairie Research Institute
Champaign, Illinois

Submitted to

City of Decatur, Illinois

November 25, 2024

Hydrologic, Sediment and Nutrient Monitoring of the Upper Sangamon River Watershed for 2025-2026

by
Illinois State Water Survey
Champaign, Illinois

Introduction

Lake Decatur is the water supply reservoir for the City of Decatur and major industry in the area as well as the Village of Mount Zion. Lake Decatur also supplies water through emergency connections to the Village of Harristown and Long Creek Township. An emergency connection with the Village of Forsyth is planned. The reservoir was created in 1923 by constructing a dam to impound the flow of the Sangamon River. The drainage area of the Sangamon River upstream of Decatur is 925 square miles and includes portions of seven counties in east-central Illinois. Nitrate-N concentrations in Lake Decatur have exceeded the Illinois Environmental Protection Agency (IEPA) drinking water standard of 10 milligrams per liter (mg/l) which led the City of Decatur to install a major ion exchange plant to remove nitrate from the potable water distribution. Also, due to the loss of one-third storage capacity of the original volume of the lake from sedimentation, the city made a major dredging investment which has restored capacity.

To protect and maintain the programs responsible for the reduced impact of nitrate-N and sedimentation from the upstream watershed, the City of Decatur is moving forward with activities to implement its comprehensive watershed management plan. The purpose of this proposal is to continue collecting data from three locations within the Upper Sangamon River, upstream of Lake Decatur for stream stage, suspended sediment, nitrate-N and total phosphorus to determine current levels in context of previous monitoring data conducted by the Illinois State Water Survey (ISWS) between 1993 and 2008, and WYs 2021-2024 (Demissie and Keefer, 1995; Keefer and Demissie, 1996; Keefer et al., 1997; Keefer and Demissie, 1999, 2000, 2002; Keefer and Bauer, 2005, 2008; Keefer, Bauer and Markus, 2010). This data is for use by city planners and resource managers to develop lake and watershed management plans.

Site locations, drainage areas, and sampling plan are presented in Table 1. A map of the Lake Decatur watershed and site locations and subwatersheds are in Figure 1.

Table 1. Locations of ISWS monitoring stations for City of Decatur in the Sangamon River Watershed.

Station ID	Name	Drainage	Data monitored			
		area	Stage*	Discharge	Nutrient*	Sediment*
101	Lost Creek at West Twin Bridge Rd.	66.4 mi ² (172 km ²)	X	X	X	X
102	Friends Creek at IL Route 48	26.0 mi ² (67.4 km ²)	X	X	X	X
113	Sangamon River at Route 32	627.2 mi ² (1624.4 km ²)	X		X	X

*Bi-weekly sampling

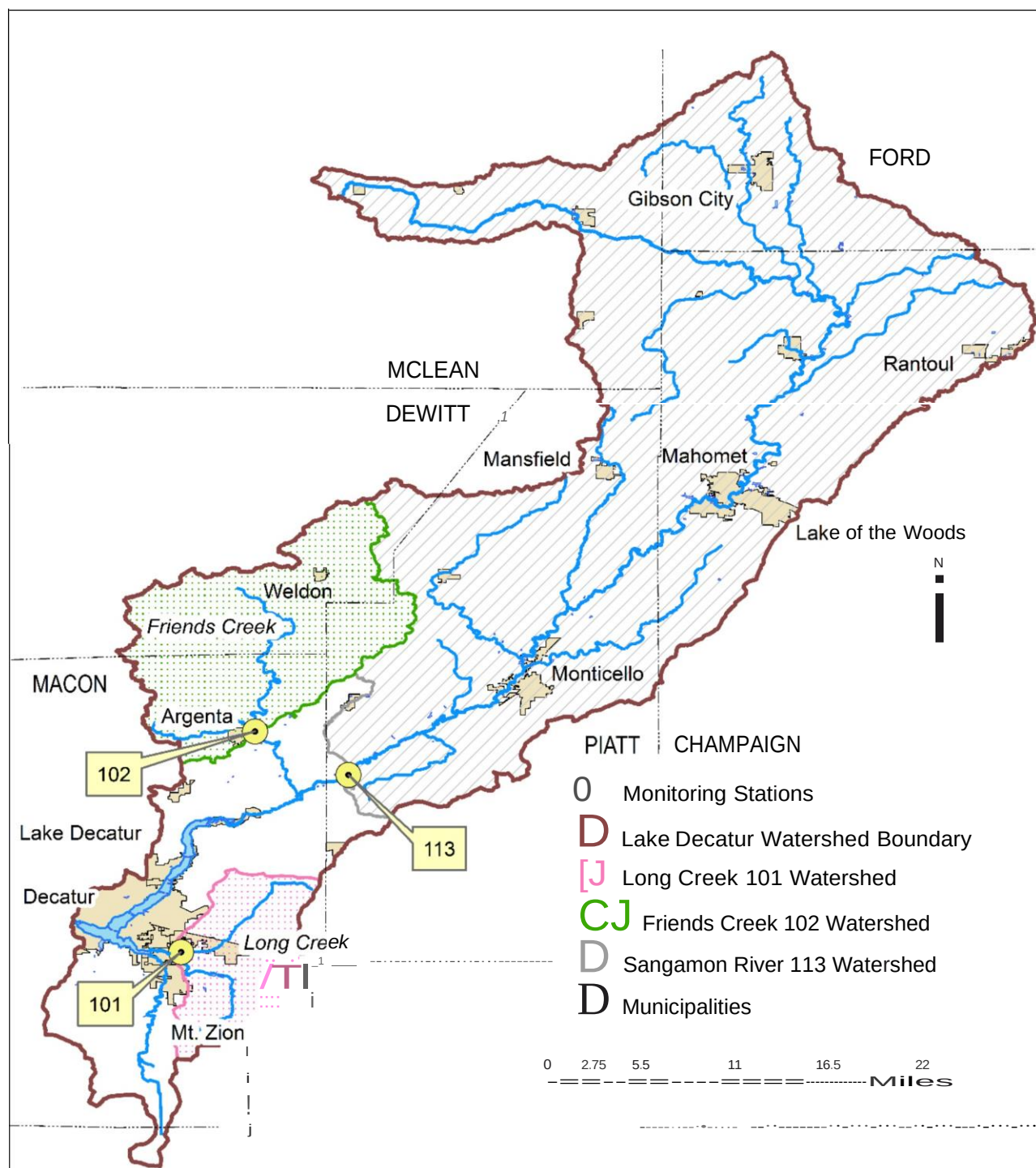


Figure 1. Map of monitoring stations

Objectives

The overall objective of this proposal is to provide hydrologic, suspended sediment, and nutrient monitoring at three sites in the Upper Sangamon River watershed from January 1, 2025 through December 31, 2026 (24 months). This monitoring project will provide data that will be used by the City of Decatur to develop a watershed management plan to protect the drinking water supply of the City and local communities and industry.

Project Tasks

To accomplish the project objectives, the following tasks will be undertaken.

Task 1. Collect hydrologic, stage/discharge, data at monitoring stations.

At all three stations, bi-weekly, a manual stage reading will be collected, as well as other site condition observations. Stream discharge rating curves that were developed by ISWS prior to 2008 for the Friends Creek bridge at Rt 48 (ISWS #102) and Long Creek at Twin Bridge Rd. (ISWS #101) will be verified and updated with the discharge measurements collected by ISWS and Northwater Consulting.

Task 2. Collect suspended sediment and nutrient samples at monitoring stations.

Bi-weekly suspended sediment, nitrate-N, and total phosphorus samples will be collected by a field technician. Suspended sediment will be collected using a depth integrated method when conditions allow or a grab method at lower water levels. Samples will be delivered and analyzed at the ISWS Health and Environmental Applications Laboratory in Champaign, Illinois.

Task 3. Collect turbidity, pH, and temperature at monitoring stations.

At all three stations, during each visit, in-situ turbidity, electrical conductivity and temperature data will be collected using equipment supplied by the City of Decatur. The City of Decatur will also supply all necessary calibration consumables.

Deliverables

The deliverables for this project are the data described in the above tasks. Hydrologic, suspended sediment, and nutrient data collected at each of the monitoring stations will be processed, computed, and compiled. Data will be maintained in a database at the ISWS and provided quarterly to the City of Decatur, IL and their designated consultant, Northwater Consulting.

Bibliography

- Keefer L. L., E. Bauer and M. Markus. 2010. *Hydrologic and Nutrient Monitoring of the Lake Decatur Watershed: Final Report 1993-2008*. Illinois State Water Survey Contract Report 2010-07. <http://hdl.handle.net/2142/18675>
- Getahun, E., L.L. Keefer, D.W. Crowder, M. Demissie, S. Chandrasekaran, R.L. Allgire. 2019. *Benchmark Sediment Monitoring Program for Illinois Streams: Analysis of 36 Years of Sediment Data (Water Years 1981-2016)*. ISWS Report of Investigations 124, Illinois State Water Survey, Champaign, IL. <http://hdl.handle.net/2142/106035>
- Keefer L. L. and E. Bauer. 2011. *Upper Sangamon River Watershed Monitoring Data for the USEPA Targeted Watershed Study: 2005-2008*. Illinois State Water Survey Contract Report 2011-03. <http://hdl.handle.net/2142/39554>
- Keefer L. L., E. Bauer and M. Markus. 2010. *Hydrologic and Nutrient Monitoring of the Lake Decatur Watershed: Final Report 1993-2008*. Illinois State Water Survey Contract Report 2010-07. <http://hdl.handle.net/2142/18675>
- Keefer L. L. and E. Bauer. 2008. *Watershed Monitoring for the Lake Decatur Watershed, 2003-2006*. Illinois State Water Survey Contract Report 2008-04. <http://hdl.handle.net/2142/8870>
- Keefer, L.L. and E. Bauer. 2005. *Watershed Monitoring for the Lake Decatur Watershed, 2000-2003*. Illinois State Water Survey Contract Report 2005-09. <http://hdl.handle.net/2142/94228>
- Keefer, L. and M. Demissie. 2002. *Watershed Monitoring for the Lake Decatur Watershed, 1999-2000*. Illinois State Water Survey Contract Report 2002-01. <http://hdl.handle.net/2142/94194>
- Keefer, L. and M. Demissie. 2000. *Watershed Monitoring for the Lake Decatur Watershed, 1998-1999*. Illinois State Water Survey Contract Report 2000-06. <http://hdl.handle.net/2142/94327>
- Keefer, L. and M. Demissie. 1999. *Watershed Monitoring for the Lake Decatur Watershed, 1997-1998*. Illinois State Water Survey Contract Report 637, Champaign, IL. <http://hdl.handle.net/2142/94302>
- Keefer, L., M. Demissie, S. Shaw, S. Howard. 1997. *Watershed Monitoring for the Lake Decatur Watershed, 1996-1997*. Illinois State Water Survey Contract Report 620. <http://hdl.handle.net/2142/94286>
- Demissie, M., L. Keefer, D. Borah, V. Knapp, S. Shaw, K. Nichols, and D. Mayer. 1996. *Watershed Monitoring and Land Use Evaluation for the Lake Decatur Watershed*. Illinois State Water Survey Miscellaneous Publication 169. <http://hdl.handle.net/2142/49889>
- Demissie, M., L. Keefer, A. Akanbi, V. Knapp, S. Shaw, and E. Brown. 1994. *Watershed Monitoring and Land Use Evaluation for the Lake Decatur Watershed*. Illinois State Water Survey Miscellaneous Publication 159. <http://hdl.handle.net/2142/49898>

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A FOUR-YEAR SPONSORED RESEARCH
AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ILLINOIS FOR REAL-TIME MAHOMET AQUIFER MONITORING**

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

Section 1. That the Sponsored Research Agreement presented to the Council herewith as Exhibit A and made part hereof, between the Board of Trustees of the University of Illinois 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 Sponsored Research Agreement between the City of Decatur, Illinois and the Board of Trustees of the University of Illinois at a four-year cost not to exceed \$123,849.00.

PRESENTED AND ADOPTED this 21ST day of January 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Sponsored Service Agreement

This Service Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, through the University of Illinois Urbana-Champaign, Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and THE CITY OF DECATUR, organized and existing under the laws of ILLINOIS with its principal offices at 1 Gary K. Anderson Plaza, Decatur, IL 62523 ("COMPANY"). The parties may be referred to individually as "party" and collectively as the "parties."

Article 1: Purpose

UNIVERSITY has determined the sponsored service will further the education, research, public service and economic development missions of UNIVERSITY.

COMPANY has identified a need for a unique service activity and desires to engage the expertise of UNIVERSITY to perform such activity and provide a specified deliverable to COMPANY.

Article 2: Scope of Services

2.1 Services to Be Performed. UNIVERSITY will use reasonable efforts to perform the project titled Real-Time Mahomet Aquifer Monitoring in Dewitt County, 2025-2028 and more fully described in the Scope of Work attached to this Agreement as Exhibit A ("Services").

2.2 Technical Contacts. Each party appoints the following individual to serve as its technical contact during the performance of the Services. Each party will notify the other of any change in the technical contact in accordance with the notice requirements of this Agreement.

UNIVERSITY: Daniel Hadley

COMPANY: Robert Weil, Water Production Manager

2.3 Items to Be Provided. COMPANY will furnish the following items to UNIVERSITY in connection with the Services ("Items"): None

☒ None (if None, the remainder of this Section 2.3 shall not apply)

2.3.1 UNIVERSITY shall use the Items only for the Services.

2.3.2 Nothing in this Agreement grants UNIVERSITY any rights to use Items or any products or processes derived from Items for profit-making or commercial purposes. COMPANY has no obligation to grant UNIVERSITY a license to use Items, except for the purpose of performing the Services under this Agreement. UNIVERSITY will not transfer the Items to any third party for any reason and will direct any third party requests for Items to COMPANY.

2.3.3 UNIVERSITY will exercise reasonable care in the handling and storage of Items but will not be liable to COMPANY for any loss of or damage to Items.

2.3.4 At COMPANY's direction, UNIVERSITY either will (a) destroy all unused Items and upon request provide COMPANY certification of destruction; or (b) return to COMPANY, at COMPANY's expense and to a location within the U.S., all unused Items.

2.4 Protocol. The Services require UNIVERSITY's compliance with an approved protocol? ☒ No ☐ Yes

If Yes, such protocol is attached in Exhibit B ("Protocol"). If applicable, UNIVERSITY shall be responsible for the appropriate reviews related to the use of animals or human subjects through the respective UNIVERSITY Institutional Animal Care and Use Committee ("IACUC") or Institutional Review Board ("IRB"). UNIVERSITY agrees to comply with the provisions of the Protocol and all applicable laws and regulations relating to the conduct of the Services as they relate to the Protocol.

Article 3: Term and Termination

3.1 Term. The term of this Agreement shall be 12/31/2024 through 12/31/2028.

3.2 Termination for Cause. In the case of material breach by either party, the non-defaulting party may terminate this Agreement at any time upon written notice if the breaching party fails to cure the breach within 30 days after receipt of written notice.

3.3 Termination for Convenience. Either party may terminate this Agreement for any reason upon 60 days' prior written notice to the other party.

3.4 Effect of Early Termination. In the event of early termination, COMPANY shall pay UNIVERSITY for Services performed through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date.

Article 4: Compensation

4.1 Compensation and Payment. This is a fixed price agreement. COMPANY will pay UNIVERSITY \$123,849 in accordance with the following payment schedule:

\$14,916 within in 30 days of execution

\$14,916 due June 30, 2025

\$15,295.50 due January 31, 2026

\$15,295.50 due June 30, 2026

\$15,684.50 due January 31, 2027

\$15,684.50 due June 30, 2027

\$16,028.50 due January 31, 2028

\$16,028.50 due June 30, 2028

4.2 Billing. UNIVERSITY will send all invoices to COMPANY at the following address:

COMPANY's email address for invoice submission rweil@decaturil.gov

COMPANY's invoice contact:

Name: Robert Weil, Water Production Manager

Phone Number: 217-424-2834

Email Address: rweil@decaturil.gov (if different from above)

Billing Address: 1 Gary K. Anderson Plaza, Decatur, IL 62523

4.3 Remittance Instructions. COMPANY will pay UNIVERSITY through one of the payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois
Sponsored Programs Administration, Post-Award
28392 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300, USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, Fl 15 New York, NY 10004
Nine-Digit Routing Transit Number	021000021
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	616002911
Swift Code:	CHASUS33XXX
Type of Account:	Checking

Article 5: Confidentiality

5.1 Confidentiality Obligation. Each party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other party in connection with the Services ("Confidential Information"); provided, however, that each party may share Confidential Information with third parties to the extent necessary to perform the Services under terms consistent with this Agreement. For written disclosures, the party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and

confirm such designation in writing to the other party no later than 30 days after disclosure. Each party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing party; (d) is explicitly approved for release by written authorization of disclosing party; (e) is or has been developed by recipient independent of recipient's access to disclosing party's Confidential Information; or (f) is required by law or court order to be disclosed.

5.2 Response to Information Request. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to COMPANY and will reasonably cooperate with COMPANY to protect any COMPANY Confidential Information; provided, however, that UNIVERSITY's good faith compliance with any such request shall not constitute a breach of this Agreement.

Article 6: Rights in Deliverable(s)

"Deliverables" are those tangible items, as distinguished from intangible (intellectual) property, that are to be delivered by UNIVERSITY to COMPANY as part of the Services in accordance with Exhibit A. Title to existing intellectual property used by UNIVERSITY in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by UNIVERSITY employees and agents in performance of the Services shall vest in UNIVERSITY. Deliverables will be the property of COMPANY; however, all methodologies, existing data, technologies and know-how described in the Deliverables, or used by UNIVERSITY to create the Deliverables, shall be the exclusive property of UNIVERSITY. UNIVERSITY retains the right to use the Deliverables for all non-profit education, research, and public service purposes.

Article 7: Publication

7.1 Publication. Any public disclosure of the Service results by UNIVERSITY will be in collaboration with COMPANY, as scientifically appropriate and in accordance with this Article 7.

7.2 Review Period. At least 30 days prior to any publication, UNIVERSITY shall submit the manuscript or presentation material to COMPANY for review. If COMPANY determines that the manuscript or presentation material improperly discloses COMPANY's Confidential Information, or contains potentially patentable subject matter, COMPANY will notify UNIVERSITY of its determination in writing no later than thirty (30) days from its receipt of the manuscript or presentation material ("Review Period").

7.3 Notification by COMPANY. After notification by COMPANY and prior to publication, UNIVERSITY will delete COMPANY's Confidential Information from the manuscript or presentation material. In the case of potentially patentable subject matter, UNIVERSITY may delay enabling disclosure of the subject matter for no more than ninety (90) days from the date of submission of the manuscript or presentation material to COMPANY to provide adequate time to file for statutory protection. Alternatively, UNIVERSITY may either delete the potentially patentable subject matter or modify the manuscript or presentation material to avoid enabling disclosure and proceed with publication without delay.

7.4 COMPANY Silence. If UNIVERSITY does not receive written notice from COMPANY within the Review Period, UNIVERSITY may proceed with publication as proposed.

Article 8: Insurance

During all times relevant to this Agreement, each party will maintain insurance in accordance with the requirements of local law and will maintain general liability insurance with limits sufficient to cover the activities of its employees and agencies performing the Agreement. The insurance may be maintained in the form of a self-insurance plan or commercial insurance policies.

Article 9: Disclaimer of Warranties/Liabilities

UNIVERSITY PROVIDES ALL SERVICES AND DELIVERABLES AS-IS, WITHOUT WARRANTIES OF ANY KIND. UNIVERSITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, AND NON-INFRINGEMENT OF THIRD-PARTY PROPERTY RIGHTS. UNIVERSITY IS NOT LIABLE TO COMPANY FOR COMPANY'S USE OF THE SERVICES OR DELIVERABLES. UNIVERSITY WILL NOT INDEMNIFY COMPANY AGAINST, AND IS NOT LIABLE FOR, ANY THIRD-PARTY CLAIMS ARISING FROM OR RELATED TO THE SERVICES OR DELIVERABLES, OR COMPANY'S USE OF THE SERVICES OR DELIVERABLES.

Article 10: General Provisions

10.1 Force Majeure. Each party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other party and will resume its performance as soon as performance is possible.

10.2 Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not create an agency, employment, partnership, or joint venture relationship between the parties.

10.3 Use of Name. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. A party shall not use the name of the other party in any form of advertising or publicity without the express written permission of the other party. COMPANY shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor, Office of Strategic Communications and Marketing, University of Illinois; Email stratcom@illinois.edu.

10.4 Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.

10.5 Merger. This Agreement with all attachments constitutes the entire understanding of the parties concerning the subject matter of this Agreement and supersedes all previous or contemporaneous communications, either verbal or written, between the parties and relating to the same. Purchase

orders issued after this Agreement do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

10.6 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.

10.7 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

10.8 Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of laws provisions. Any claim against UNIVERSITY shall be made in the Illinois Court of Claims. Any dispute arising out of or related to this Agreement shall be litigated in state court located within the State of Illinois. COMPANY: (i) consents and submits to the jurisdiction of any state court located within Illinois; (ii) consents to delivery and service of process by means of the notice provisions established in this Agreement; and (iii) shall not bring any action or claim against UNIVERSITY in any other jurisdiction.

10.9 Export Control. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by COMPANY that COMPANY will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, COMPANY will notify UNIVERSITY and identify the items at issue and the applicable export control laws. UNIVERSITY may decline to accept any export-controlled items. COMPANY will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Sponsored Programs Administration; 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

10.10 Resolution of Disputes. The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with Article 3 and pursue any other legal remedies available.

10.11 Waiver. The failure of either party at any time to enforce any provisions of this Agreement shall not constitute a waiver of that party's right to later enforce the provision or all terms of the Agreement.

10.12 Counterparts. The parties may sign this Agreement in counterparts, which together constitute the Agreement. Facsimile, copied, and electronic signatures, such as in a scanned PDF, constitute original signatures.

10.13 Notices. To be enforceable, all notices must be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

UNIVERSITY Representative

Sponsored Programs Administration

Director, Pre-Award

Address: 1901 S. First Street, Suite A

Champaign, IL 61820

Phone: 217-333-2187

FAX: 217-239-6830

E-mail: spa@illinois.edu**COMPANY Representative**

Name: Kim Althoff

Title: City Clerk

Address: 1 Gary K. Anderson Plaza

Decatur, IL 62523

Phone: 217-424-2708

FAX: n/a

E-mail: kalthoff@decaturil.gov

11. Representation of Signatories. Each party represents that the individuals signing this Agreement on its behalf are authorized signatories with power to bind the party to a contract.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS****COMPANY**

By: _____

Paul N. Ellinger, Comptroller

Date: _____

Signature of Comptroller Delegate_____
Printed Name and Title of Comptroller Delegate

By: _____

Printed: Julie Moore WolfeTitle: Mayor

Date: _____

Acknowledged and Agreed:

Technical Contact

Approved for legal form, Office of University Counsel, DS 12/2021

Public Works

DATE: 1/21/2025

MEMO:

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager

SUBJECT:

Resolution Authorizing a Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing a cash rent farm lease with Craig Hill for two DeWitt County farms.

BACKGROUND:

The City owns DeWitt County Wellfield (Farm #1) with 120 acres that have been farmed for several years by Mr. Hill. The City purchased the 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 retained to farm both properties since he has successfully farmed the wellfield for many years including incorporating the City's sustainability practices into our farming operations. In 2024, the DeWitt Wellfield yielded an average of 246.5 for corn and the new farm yielded an average of 68.4 for soybeans. In both cases, yield was above the US averages for corn and soy, which were 183.8 bushels per acre and 53.1 bushels per acre, respectively. In 2024, net income for Farm #1 was \$29,290 and for Farm #4, \$23,591.

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 by \$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 these recommendations are common in cash rent farm leases in our region.

Farm #2, which has poor soils and is located on the land surrounding the Oakley Sediment Basin, had a loss of \$5,324 in 2024, and a different approach is being pursued for 2025. A contract with FDC Enterprises to plant sedge grass, will be brought to Council for consideration at a later date.

LEGAL REVIEW: The lease was provided to the Legal Department for review on December 6, 2024.

PRIOR COUNCIL ACTION:

1. January 17, 2023- The City Council authorized a similar Cash Rent Farm Lease with Craig Hill for the DeWitt County Wellfield (Farm #1).
2. January 16, 2024- The City Council authorized a similar Cash Rent Farm Lease with Craig Hill for the

DeWitt County Wellfield (Farm #1 and Farm #2).

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Megan Fredrickson, First Illinois Ag Group

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager. Matt will be present at the Council meeting. This memorandum was written by Robert Weil, Water Production Manager

BUDGET/TIME IMPLICATIONS: The anticipated expenses and revenues are consistent with the adopted budget.

ATTACHMENTS:

1. 2025-01 Resolution DeWitt Co. Farm Leases
2. 2025-01 DeWitt Farm #1 location map
3. 2025-01 Dewitt Farm #4 location map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A 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 21st day of January 2025.

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, 2025, or the date of signing of this Lease and shall end the last day of February 2026, 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, 2025, 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, 2025 (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, 2025, based on production and average market price, to be calculated using the following formula:

$$\text{Bonus rent due} = .4 [\{ ((bc \times pc) + (bc2 \times pc2)) - 970 \} \text{ ac} + \{ ((bs \times ps) + (bs2 \times ps2)) - 710 \} \text{ as}]$$

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 2025 corn at ADM Grain Niantic for the period of January 2025 through October 2025 or (b) the premises county Farm Service Agency loan rate for corn.

pc2= fall cash bid of 2025 corn at ADM Grain Niantic at the close on the last Wednesday October 2025.

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 2025 soybeans at ADM Grain Niantic, Illinois for the period of January 2025 through October 2025, or (b) the premises county Farm Service Agency loan rate for soybeans.
ps2= fall cash bid of 2025 soybeans at ADM Grain Niantic, Illinois on the last Wednesday of October 2025.
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.

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, prorata 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 Frebickman DATE: 12/13/24
FIRST ILLINOIS AG GROUP, AGENT for
CITY OF DECATUR

TENANT TAX I.D. _____

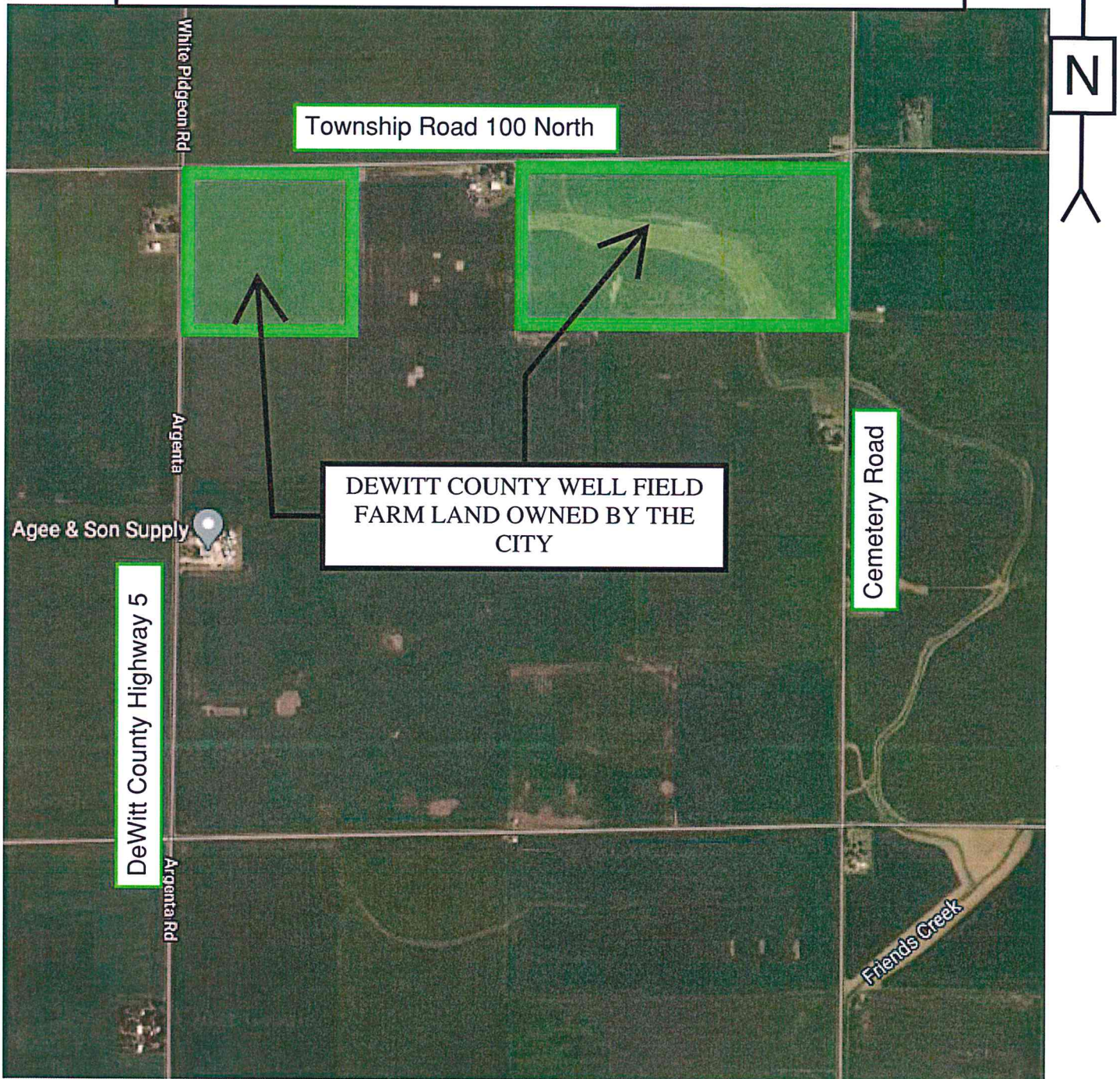
BY: Craig Hill DATE: 12/2/24
CRAIG HILL, TENANT

BY: _____ DATE: _____
MAYOR, CITY OF DECATUR

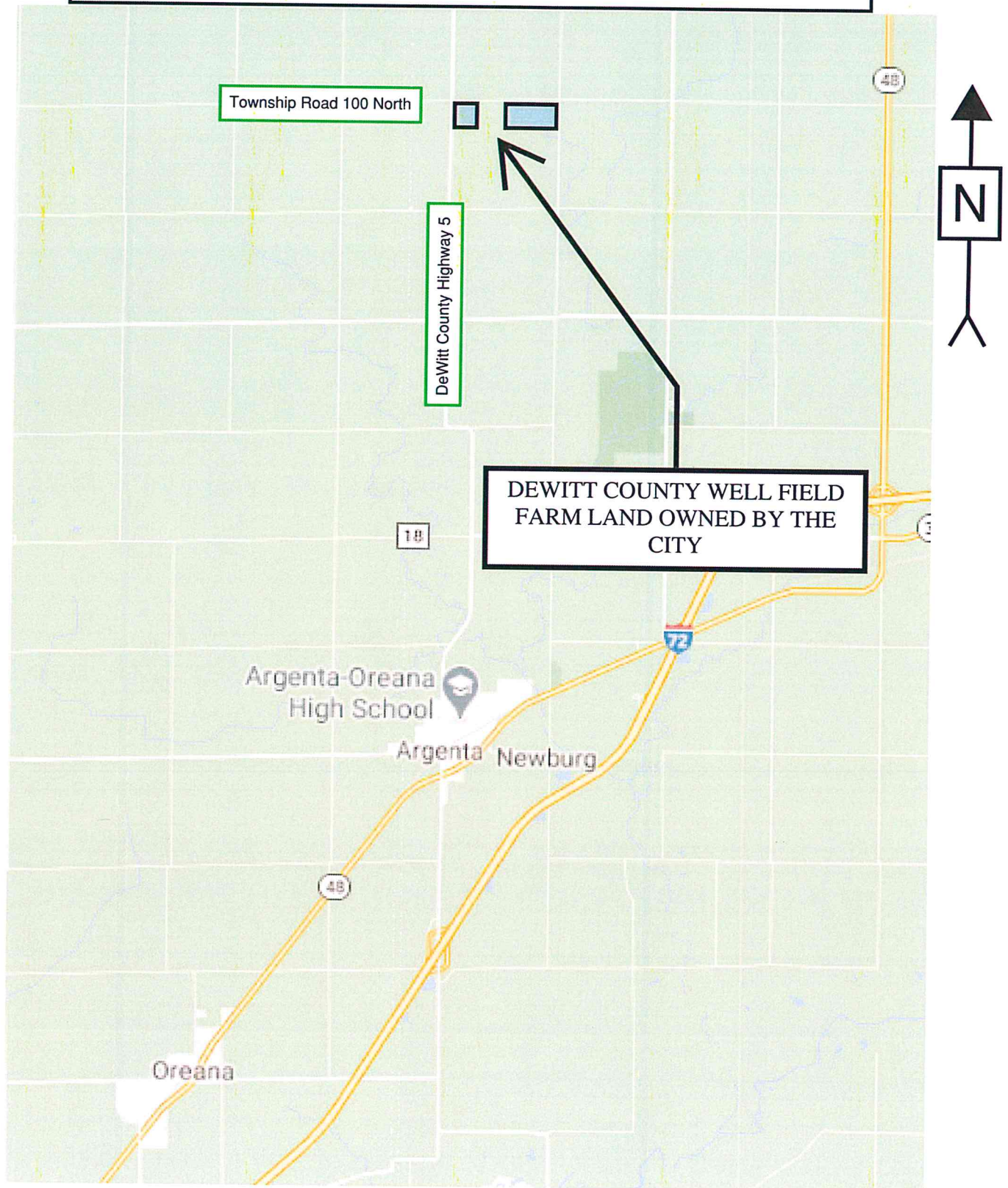
ATTEST: _____ DATE: _____
CITY CLERK

Revised 11/2024

DeWitt County Water Well Field



DeWitt County Water Well Field





Common Land Unit

- Cropland
- Tract Boundary

Wetland Determination Identifiers

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

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).

Tract Cropland Total: 83.55 acres

2023 Program Year

Map Created November 17, 2022

Dewitt County Farm #4

Farm 3544

Tract 376

Public Works

DATE: 1/21/2025
MEMO: 2025-03
TO: Honorable Mayor and City Council Members
FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:
Ordinance Annexing Territory 3070 Lakeland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3070 Lakeland Road be approved.

BACKGROUND:
The subject property is being annexed due to a water service agreement.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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.

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:
1. 2025-03 Ordinance Annexing Territory 3070 Lakeland Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3070 LAKELAND 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 Sheryl J. Sullivan and Martin S. Sullivan, requesting that there be annexed to the City territory described as:

LOT THIRTEEN (13) IN BLOCK ONE (1) IN LAKELAND HEIGHTS, AS PER PLAT
RECORDED IN BOOK 982 AT PAGE 36 OF THE RECORDS IN THE RECORDER'S
OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-014

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of January
2025.

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.) _____

Sheryl J Sullivan

Martin S Sullivan

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3070 Lakeland Road, and legally described as follows:

LOT THIRTEEN (13) IN BLOCK ONE (1) IN LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 AT PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-128-014

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

SIGNATURE

PRINTED NAME

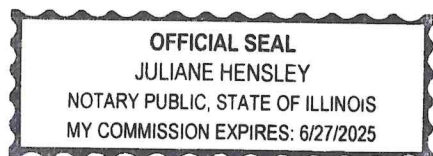
STREET ADDRESS, CITY, STATE

Sheryl Sullivan
Martin S Sullivan

Sheryl Sullivan
MARTIN SULLIVAN

3070 Lakeland Rd Decatur IL
3070 LAKELAND RD DECATUR IL

Signed and sworn to before me this 10 day of December, 2024



Julianne Hensley
Notary Public

(Rev. 12/2014)

LETTER to the DECATUR CITY COUNCIL

DATE: January 13, 2025

TO: City Council Members

FROM: Honorable Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment – Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)

Council is asked to pass the proposed Resolution approving the appointment of Janice Gavin to the Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority).

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Janice Gavin	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2027
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DATED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2025-
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

LETTER to the DECATUR CITY COUNCIL

DATE: January 13, 2025

TO: City Council Members

FROM: Honorable Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointment – Public Building Commission

Council is asked to pass the proposed Resolution approving the reappointment of Eric McRae to the Public Building Commission.

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Eric McRae

Public Building Commission

9/30/29

DATED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2025-_____
RESOLUTION APPROVING REAPPOINTMENT

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

PRESENTED AND ADOPTED this 21st day of January 2025.

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 21st day of January 2025.

Julie Moore Wolfe, Mayor

LETTER to the DECATUR CITY COUNCIL

DATE: January 7, 2025

TO: City Council Members

FROM: Honorable Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointments – Decatur Area Convention and Visitors Bureau

Council is asked to pass the proposed Resolution approving the reappointments of Jerry Dawson and Phil Romano to the Decatur Area Convention and Visitors Bureau Board of Directors.

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Phil Romano	Decatur Area Convention and Visitors Bureau	12/31/2026
Jerry Dawson	Decatur Area Convention and Visitors Bureau	12/31/2026

DATED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2025-_____
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 21st day of January 2025.

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 21st day of January 2025.

Julie Moore Wolfe, Mayor

LETTER to the DECATUR CITY COUNCIL

DATE: January 7, 2025

TO: City Council Members

FROM: Honorable Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment – Decatur Area Convention and Visitors Bureau

Council is asked to pass the proposed Resolution approving the appointment of LaKeeya Funches to the Decatur Area Convention and Visitors Bureau Board of Directors.

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

LaKeeya Funches	Decatur Area Convention and Visitors Bureau	12/31/2027
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DATED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2025-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 21st day of January 2025.

Julie Moore Wolfe, Mayor

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
December 3, 2024

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Greg Spain
COMMISSIONER Christina Arganbright
COMMISSIONER Amy Spry
ACTING SECRETARY Penny Rogers

ABSENT: COMMISSIONER Tony Wilkins
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Todd Ray called the meeting to order at 11:35 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business.

Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the November 5, 2024, regular meeting were presented. Vice Chair Greg Spain moved that the November 5, 2024, regular meeting minutes be approved, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Commissioner Christina Arganbright moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Commissioner Christina Arganbright moved to return to Open Session, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Christina Arganbright, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Neighborhood Service Officer, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Library Clerk I (Half-Time), Commissioner Christina Arganbright, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

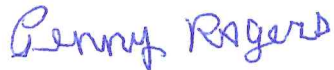
- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Parts Person, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Christina Arganbright, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Promotional Register for Fire Lieutenant, Commissioner Christina Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- C. Receiving and Filing of Personnel Actions – Vice Chair Greg Spain moved that the appointment, commendation, oral reprimand, suspension, civil service status, request for leave, probationary resignation, probationary termination, and request for probationary period extension be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
December 3, 2024
Page 3

Chair Ray called for Other Business:

There being no other business, Commissioner Amy Spry moved to adjourn the meeting, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the meeting adjourned at 11:53 pm.

Respectfully Submitted,



Penny Rogers
Acting Secretary

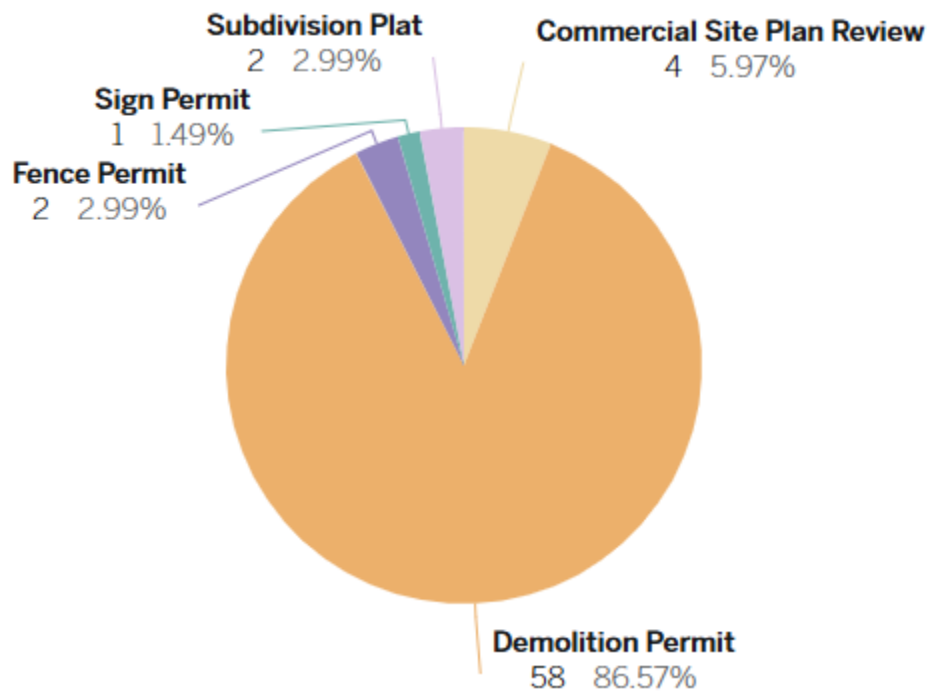
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

December 2024

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. A Subdivision Final Plat 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 a 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 sixty-seven (67) 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	115	\$53,050

BUILDING INSPECTIONS DIVISION

For December, we issued 136 permits broken down by permit type below. Of those, we had 4 permits with a value of over \$250,000. The Division performed 524 inspections and 9 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	2	\$40,703,598
Residential Building	21	535,296
Demolition	6	81,499
Electrical	24	245,520
Mechanical	15	282,826
Plumbing	29	219,904
Roof	33	1,238,108
Pool	2	72,996
Fence	2	5,700
Sign	2	31,761
Wheelchair Ramp	0	0
Temporary Structure	0	0
TOTAL	136	\$43,417,207

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff began representing the department on the Wellness and Safety Committees.
- Staff began to market the Façade program along the Jasper St. corridor.
- Staff continued public meetings and conversations with nonprofits, residents and businesses as we began the Consolidated Plan process for FY25-29.
- Staff working to finalize Carrie Lane project with Woodford Homes.
- Staff participated in ringing the bell at local retail stores. Proceeds collected go to the Salvation Army.
- Staff issued a Child Care grant for home daycares and daycare centers. Owner/operators can receive assistance of up to \$20,000.
- 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 various areas of the city.
- Two financial institutions, Heartland Bank and Trust, Regions Bank, and Busey Bank have signed Memorandum of Agreements to partner with the City's Homebuyer Assistance program.
- The ECD blessed two families and a teacher at Johns Hill Magnet School and Hope Academy.
- Staff attended the Thriving Communities Program conference in Washington, DC. Municipalities who received funding were required to attend.

- 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's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants are in the form of roof replacements.
- Staff attended the Salvation Army Christmas Gala.
- Staff submitted a grant to HUD to assist with home modifications for City of Decatur senior residents.
- Staff met with a local church who is interested in doing small home improvements with Decatur residents.
- Staff began Technical Review Committee meetings on the Garfield School apartment project.
- Staff volunteered to paint the Johns Hill parking lot mural.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff continue working with CICD staff to develop the Homebuyer Ecosystem process.
- Staff continues working with the consultant, (TESKA), Thriving Communities and local partners on the Great Streets, Great Neighborhoods Jasper St. project.
- Staff met with outside agencies, i.e. CoC, Homeless Advisory Council, Inner Agency All In meeting, SIA, GM Square, 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 2024.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	155
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	34
No Garbage Service	13
Nuisance	49
Secure of Abandoned Buildings	31
Weeds	0
TOTAL	282

RE-INSPECTION VISITS	
Code Enforcement	587
Weeds	0
TOTAL	409

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	55
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	0

DEMOLITIONS	
Year-to-Date Demolished	150
New Cases	13
Sent to Legal	7
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	\$0
Permits Issued	0
Permits Finaled	12
Active Demolitions	146

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	87
Dollar Amount	\$34,438.25

PAYMENTS RECEIVED**	
Weeds	\$0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT

MEMORANDUM

2025-01

January 9, 2025

TO: Tim Gleason, City Manager

FROM: Jeff Abbott, Fire Chief

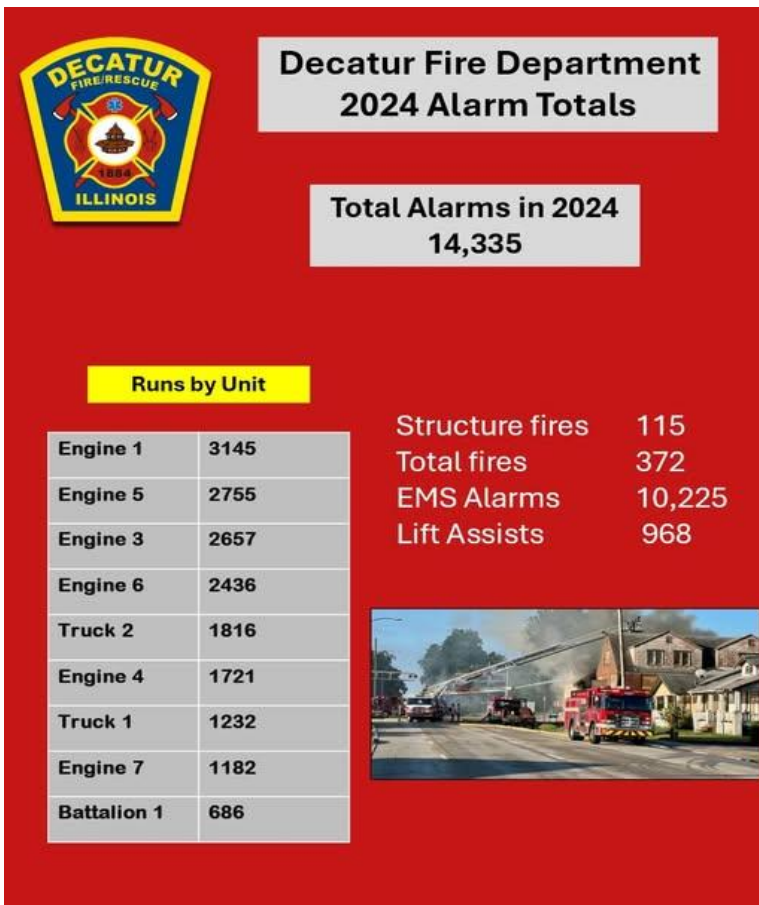
RE: Monthly Report – December 2024

In December, the Decatur Fire Department responded to 1,226 alarms, bringing the total number of alarms for 2024 to 14,335. This surpasses the 2023 total of 14,073 alarms, setting a new record in the department's history. Also, 2024 marks the first year in the past decade with no fire-related fatalities.

The department remains short-staffed and is in the process of sending eight new recruits to the Spring Academy, which will begin at the Illinois Fire Service Institute in Champaign in the first week of March.

Additionally, the department is working to establish promotional rosters for the positions of Lieutenant and Inspector, with plans to finalize this process in the first few months of 2025.

Incident Type Category	2024											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 - Fire	28	31	32	21	34	34	52	31	27	35	16	31
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	1	4	0	1	0	0	1	0	1	2	0	1
3 - Rescue & Emergency Medical Service Incident	879	758	769	803	869	844	952	886	874	868	813	890
4 - Hazardous Condition (No Fire)	40	22	29	39	32	38	66	26	40	36	29	25
5 - Service Call	114	113	112	109	98	102	107	114	114	127	135	119
6 - Good Intent Call	83	92	85	80	87	80	92	111	107	117	65	86
7 - False Alarm & False Call	87	55	69	65	78	66	79	64	67	75	91	74
8 - Severe Weather & Natural Disaster	0	0	0	2	0	0	0	0	0	0	0	0
9 - Special Incident Type	0	1	0	1	0	2	0	0	0	0	0	0
Grand Total	1,232	1,076	1,096	1,121	1,198	1,166	1,349	1,232	1,230	1,260	1,149	1,226



Busiest Companies in December	
Engine 1	250
Engine 5	239
Engine 6	237
Engine 3	224
Truck 2	168

Fire Prevention:

In the month of December, the Fire Prevention Bureau conducted 45 Life Safety Inspections for Gaming Licenses. Inspector Jones and Inspector Stevens performed 4 Building Fire Investigations and 1 Vehicle Fire Investigation. Inspector Jones attended the TRC meeting with the contractors for the Dunkin Doughnuts drive-through. The Prevention Division installed 11 Residential Key Boxes. The details are below.

- Inspections – 47
- Public Relations – 0
- Fire Investigations – 5
- Training – Target Solutions
- Smoke Detectors – 0
- Key Boxes – 11

Training:

Engine & Truck Company Training:

- Yearly SCBA Confidence Course ensures that members maintain their skills, confidence, and physical conditioning to effectively use Self-Contained Breathing Apparatus (SCBA) under challenging conditions.

Officer Training:

- Reviewed structural fires with entrapment, one of the most challenging scenarios. The combination of fire hazards and human confinement within a building adds layers of complexity to fire response, victim rescue, and safety measures.

Probationary Firefighters:

- Officers have been documenting and practicing successfully tasks completed and note any areas for improvement. Each task is usually described with clear criteria for successful completion. Officers may also introduce new tasks or scenarios that challenge the firefighter's knowledge and adaptability.

Drone

- Operators practice taking off in a clear area, test controls, and verify the camera and gimbal are working. Flying to the height of the tallest obstacle and set the Return Home altitude, basic maneuvers and adjust camera settings for normal or thermal imaging. After landing, inspect the drone, recharge the battery, and log the flight details. This ensures safe and efficient flight.

EMS:

- All members completed the mandatory Bloodborne Pathogens yearly requirement. This is a requirement for employees to ensure they understand the risks of exposure to bloodborne pathogens and know how to protect themselves.

Other:

- All employees completed the yearly required Sexual Harassment training.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2024
December

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Began preparing for payroll year end processing including 1095-C verification and year end new year payroll changes.
- A subcommittee consisting of I.T., Finance, HR, and Payroll began meeting to discuss last steps required to begin using the Tyler Human Capital software and eliminate the Employee Explorer DB2 application.
- Preparing for a major Tyler MUNIS ERP (enterprise resource planning) system upgrade to version 2024 in the spring/summer of 2025. This is required to maintain a supportable version of the MUNIS application.
- New Agenda Meeting Management System, Civic Plus, Implementation has been completed. We will start using the new system for the January 21st City Council meeting.
- Implementing Tyler Content Management for the new Employee Web Access Portal and to store timecards for the Electronic Time and Attendance system to be implemented in 2025. Work continues on this sizable project.
- A major infrastructure upgrade continues for the City's Server Room infrastructure to enforce security compliance and strengthen computing environment security. This project is projected to be completed in the spring of 2025.
- Work continues with the integration effort with Microsoft for implementation of Multi Factor Authentication (MFA) for all City of Decatur Employees who access Information Technology assets from the City of Decatur data network. Anticipate activation of this security layer in January of 2025
- Continued Implementation of the Tyler New World Public Safety System remains on track. Functional testing of the solutions has started, and end user training will begin soon. Regular meetings continue to keep resources on the same page and at task. Anticipated live is spring of 2025.
- Engineering estimates are being drawn up by I.T. department to extend City Fiber from Eisenhower High School to Firehouse 7. After completed, will work with Fiber Optic builder for an aggressive quote.
- In December, IT processed 77 Help Desk tickets, resolving 59 during the initial point of contact with IT staff (77% First Call Resolution Rate (FCR)).

DECATUR ILLINOIS POLICE DEPARTMENT

2024 December Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	18
Patrol Officer	109
TOTAL	135

Budgeted 148

Non-deployable: Officers at Academy or in FTO 7

Non-deployable: Officers on Injury Status 5

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	2
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	16

Freedom of Information (FOIA) Requests

Month: 159 **YTD:** 2,521

DECATUR ILLINOIS POLICE DEPARTMENT

2024 December Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	1
Directed Patrols	199	1,630
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,048	52,895
Criminal Arrests	269	4,340
Felony Drug Arrests	18	310
Firearms Seized	5	190
Field Interviews	58	953
City Ordinance Arrests	14	143
Unlawful Use of Motor Vehicles	100	1,416

Traffic Accidents

	Amount	YTD
Traffic Accidents	219	2,337
Fatal Accidents	0	7
Personal Injury Accidents	37	392

Traffic Enforcement

	Amount	YTD
Traffic Citations	685	8,159
Written Warnings	349	4,656
Parking Citations	337	4,145

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	25	246
DUI's Involving Accidents	9	73
Electronic Communication Device Stops	73	358
Speeding Stops	227	3,499

DECATUR ILLINOIS POLICE DEPARTMENT

2024 December Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	617	grams	23,850	\$10 / gram	\$238,500
Cocaine - Powder	559	grams	5,271	\$100 / gram	\$527,100
Cocaine - Crack	1	grams	763	\$100 / gram	\$76,260
Heroin	149	grams	296	\$300 / gram	\$88,800
Ecstasy	0	hits	132	\$20 / hit	\$2,640
Meth	1,476	grams	5,907	\$100 / gram	\$590,700
K2/Pills	824	pills	2,378		

	Amount	YTD
Search Warrants	9	87
Currency Seized	\$6,989	189,865
Firearms Seized	136	267
Vehicles Seized	0	8
Arrests	9	307

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	194	1,847
Closed/Resolved Cases	131	1,158
Criminal Arrests	60	691
Homicides	0	5
Infant Death Investigations	0	2
Suicide Investigations	2	10
Missing Person Investigations	3	62
Computer Forensic Exams	0	16

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	9	176
Misdemeanor Arrests	0	2
TOTAL	9	178

	Amount	YTD
Sex Offender Registrations	115	1,537

**Public Works Department
Monthly Report
December 2024**

Engineering:

2023 Water Main Replacement Project:

Month Activity: All work is complete; work is on hold until spring for final restoration.

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 the City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered. The Medial Drive phase has been completed. All patching work is complete, and the new water main is in operation. The remaining restoration work cannot be completed until the spring.

Water Sampling Stations:

Month Activity: Burdick completed the installation of the sampling stations in December. The restoration will be completed in the 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 the City Council on December 4, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: All work is completed; the final restoration is on hold until spring.

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 the City Council on November 6, 2023. All work is complete except for the final restoration and asphalt patching. This work will be completed in the spring

Sanitary Sewer Herbicide Root Control Project:

Month Activity: Herbicide was applied to the 1st year of the three-year project. The contractor will be back early 2025 for the 2nd year application.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by the City Council on January 16, 2024.

2024 Trenchless Long Lining Project:

Month Activity: The contract work was completed in December. The alternate work is scheduled for January.

Project Background: The project was designed and advertised by Engineering Staff on May 22, 2024, with bids received on June 20, 2024. Insituform provided the lowest responsible bid, and the contract was awarded by the City Council on July 1, 2024.

2024 State MFT Project:

Month Activity: The work is shut down for the year due to temperatures and the remaining work will not be completed until spring.

Project Background: The project was designed and advertised by Engineering Staff on July 24, 2024, with bids received on August 7, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on August 19, 2024. The work was completed on Mound, Taylor and Wooddale and Wood Street will not be completed until the Spring.

2024 Local MFT Project:

Month Activity: Sidewalk and curb and gutter work was completed in the South Shores areas, but the paving will not be completed in the spring due to temperature.

Project Background: The project was designed and advertised by Engineering Staff on August 21,

2024, with bids received on September 4, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on September 16, 2024. Patching was completed on Franklin and Main St in October.

2024 Manhole Rehab Project:

Month Activity: The work continued in December with approximately 75% completed. The work will be completed when the temperatures allow for the product to be applied.

Project Background: The project was designed and advertised by Engineering Staff on August 24, 2024, with bids received on September 11, 2024. Culy Contracting provided the lowest responsible bid, and the contract is scheduled for consideration by Council on October 7, 2024.

2024 Storm Drainage Improvement Projects:

Month Activity: The project was designed and advertised by Engineering Staff on November 20, 2024, with bids received December 5, 2024. Entler Excavating provided the lowest responsible bid, and the contract was awarded by the City Council on December 16, 2024.

**MUNICIPAL SERVICES MONTHLY DATA
DECEMBER 2024**

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	69 patches	56	
LS Replacement Asphalt	0 sq yds	0	
Milling / Asphalt	0 sq yds	0	
Miscellaneous / Asphalt	0	25	
Pothole Patch / Repair	1508 patches	331	
Street Repair / Asphalt	19.50 sq yds	11	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	163	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	0 sq yds	0	
SS Utility Cuts / Sidewalk	1,046 sq ft	182	
Water Dept Cuts / Curb & Gutter	0 lineal ft	0	
Water Dept Cuts / Driveway	0 sq yds	0	
Water Dept Cuts / Pavement	58.30 sq yds	130	
Water Dept Cuts / Sidewalk	0 sq ft	0	
LS Replacement Sidewalk	0 sq ft	0	
LS Replacement Pavement	0 sq yds	0	
LS Replacement Driveways	0 sq yds	0	
LS Replacement Curbs/Gutters	0 ln ft	0	

DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		148	
Flowerbed Maintenance		0	
Fountain		0	
Sweeping / Downtown Parks		0	
Downtown Parks		2	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		40	
Service Calls / Other Departments		0	
Street Light Maintenance		109.5 Regular / 12 OT	
Traffic Signal Repair		193.5 Regular / 34 OT	
Warning Siren Maintenance		0	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.84%	456.72	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		172.2	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		46	
New Tree Care & Maintenance		0	
Pesticide Application		0	

Storm Damage Clean-up		54	
Stump Removal	52	187.5	
Tree Removal	469 (inch diameter)	294.5	
Tree Trimming	8	19.5	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		20	
Parking Lots/Garage Maintenance		19	
Parking Meter Collection		7	
Parking Meter Repair		5.5	
Special Projects / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	0 linear ft	0	
Catch Basin / Pumped	126	112	
Catch Basin / Repaired	1	2	
Culvert / Installed	120 linear ft	39	
Culvert / Jetted	0 linear ft	0	
Ditch / Cleaning	0 linear ft	0	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	0	0	
Sanitary Back-up / Jetted	3,426 linear ft	33	
Sanitary Manholes / Pumped	1	2	

Sanitary Manholes / Repaired	1	16	
Sanitary Sewers / Cleaned	430 linear ft	2	
Sanitary Sewers / Jetted	0 linear ft	0	
Sanitary Sewers / Roots	0 linear ft	0	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	0 miles	0	
Street Cleaning / County Roads	6.10 miles	3	
Street Cleaning / Neighborhoods	59.83 miles	390.5	
Street Cleaning / Priorities	73 miles	64.5	
Street Cleaning / State Routes	0 miles	0	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	228	3 Regular / 14 HC	
Miscellaneous Traffic Control		41 Regular / 3 HC	
Mowing Entry Signs		0	
Signs / Installed	25	55.5 Regular / 8 HC	
Signs / Made	54	81 Regular / 72 HC	
Signs / Repaired	77	136 Regular / 12 HC	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		64	

VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	120	393	
72-hour / Travel Time		28	
Abatements (weed & brush)	9	28	
Home Secures	27	37	

Water Production Division **Monthly Report** **December 2024**

Lake Decatur Water Level: Lake Decatur ended the month of December at a water level of 613.2, a typical level. For December 2022 and December 2023, the end-of-the-month water elevation was 613.2 and 613.9, respectively.

Water Production: 561.4 million gallons (MG) of potable water were pumped into the water distribution system, which is within the typical range for the month of December. In December 2022 and December 2023, the MG pump was 584.1 and 517.2, respectively.

Bulk Water Station Upgrade Progress: The new retractable dispenser arms have been received and installed. We will soon be wrapping up the remaining tasks to re-open the site by January 10th, 2025.

Water Sampling Station Progress: The nineteen new water sampling stations have now been installed and are in service. These will contribute to the mission by ensuring that water quality in the distribution system can be sampled easily and consistently. Otherwise, samples need to be taken from faucets on customer premises, leading to problems with access and contamination. The water sampling stations are a new product from the Mueller Company and company literature has featured the role of the City of Decatur in deploying this technology.

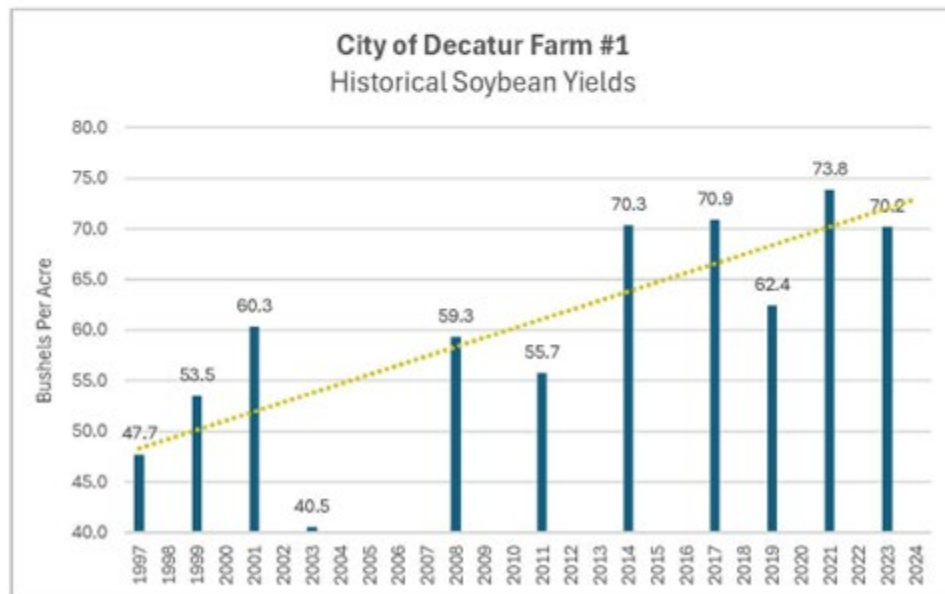
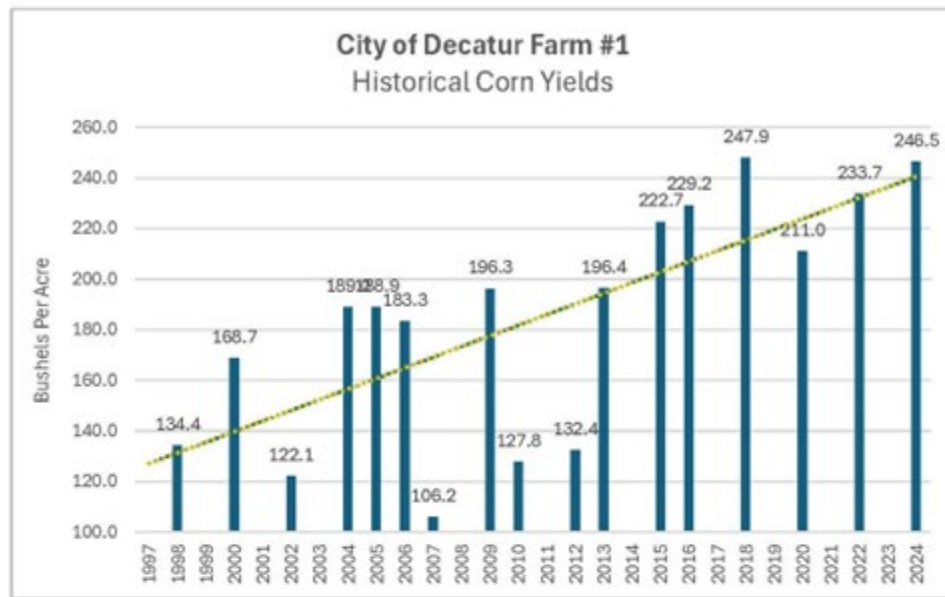
Sluice Gate Hoist Machinery Repair Progress: The rebuilt north sluice gate hoist machinery was completed by Paul's Welding and installed. Unfortunately, during the initial test runs, another part of the machinery failed due to an unknown fault in the control system. The broken part is now being replaced. The structural support for the control switch will also be replaced, after which the machinery can be placed back into service. However, these failures indicate that a modernization of the control system and the fail-safe system is in order, which will be tackled early in 2025. In the meantime, the hoist machinery for the south sluice gate is working well and is meeting operational needs.

Disinfection Byproduct (DBP) Reduction Progress: The DBP levels were much reduced in the November testing both outside of the plant and at the feed to Mt. Zion. We did run the nitrate facility for a short period to get the number even lower, but the big help was likely the low water temperature in November. The nitrate facility did demonstrate the ability to reduce organic

content in the water by around 60% in about 20% of the water which reflected in a further DBP reduction in the finished water. The staff is working with Burns and McDonnell on an engineering proposal for short- and long-term solutions.

Harristown Vulcan Property Delivered: The Harristown Vulcan property was delivered to City ownership on December 11, 2024, in good condition. The City Manager's facilities team secured the building and well to prevent possible freezing damage. The former sand and gravel pit off of S. Monroe Street (behind Lugari's) has also been transferred. Both sites will be managed in a similar way to the "Vulcan Watermine" near the City's lime residual lagoons. A site management plan and yield analysis will be undertaken early in 2025.

Farm Yield Trending Up: The 2024 Harvest Report from our farm manager, First Illinois Ag Group, indicates that productivity continues to increase on the land surrounding the City's wellfield in DeWitt County. Planted in corn this year, the yield of 246.5 bushels per acre was substantially higher than the national average of 183.1 bushels per acre, which was itself a record. The newly acquired property near Lane was also very productive. Planted in soy this year, the yield of 69.3 bushels per acre also exceeded the national average, 51.7 bushels per acre.



Composting and Food Waste Reduction Plan Progress: A kickoff meeting with the consulting team led by John Lardner, P.E., was held in December. Macon County Environmental Management participated in the meeting, which was very productive. The team is already gathering data about compostable waste streams in Macon County and has been in contact with ADM and others.

Claricones Receive Engineering Award: The City's recently completed claricone project, as well as our engineering consultant, Crawford, Murphy and Tilley, were recognized with a Merit Award by the Illinois chapter of the American Council of Engineering Consultants (ACEC). The awards ceremony will be held in Chicago on February 27, 2025.

Decatur in Illinois Section of AWWA Spotlight: The City of Decatur was selected by the Illinois Section of the American Water works Association (AWWA) for a spotlight feature in their December newsletter. The article is published on the web and can be accessed at this link:



Decatur Selected for WaterCON 2025: Our topic of “Dealing with a Middle-Aged Water Treatment Plant” was selected by the Illinois Section of AWWA for the WaterCON 2025 conference, which will be held in Peoria between April 15 and 17, 2025.

Lake Decatur Watershed Management Plan:

- Perennial Grass Workshop was held by FDCE at the Macon County Extension Office for landowners participating in the Regional Conservation Partnership Program (RCPP).

- Staff has received the grant agreement from IEPA for the 2023 Section 319 grant for funding of the following watershed projects: shoreline stabilization, wetland creation, and floodplain reconnection. This is pending council approval in January.
- Staff are currently accepting 2025 RCPP applications for the upcoming deadline of April 18, 2025.

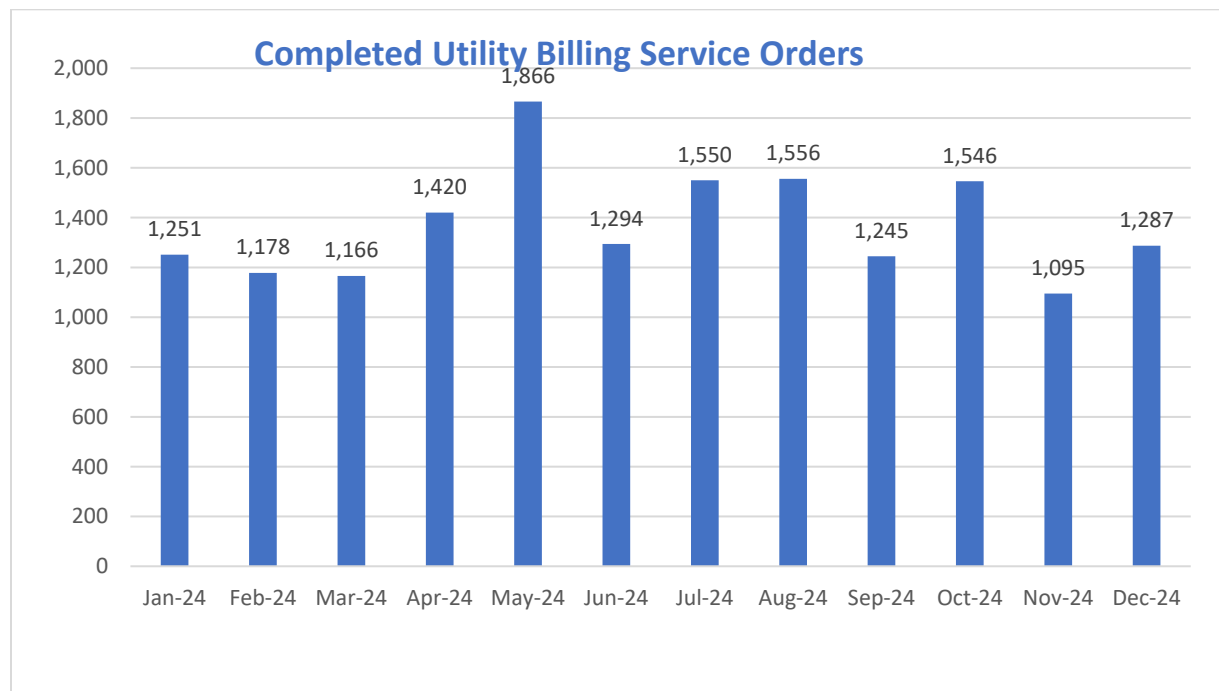
Performance Outcomes:

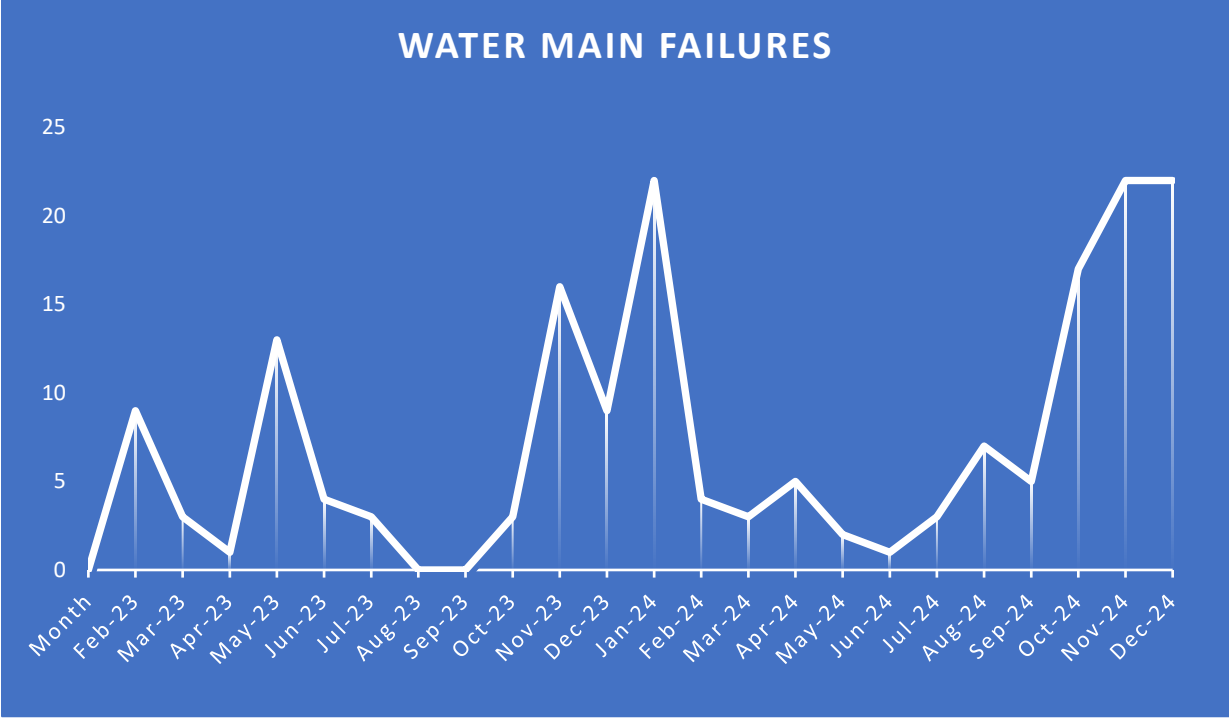
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Staff continue to work on gathering and interpreting data on sediment accumulation. In November, a report on sediment accumulation rates by decade during the 1920 – 1980 period was reviewed and discussed with Northwater. More analysis will be forthcoming.

December 2024

Water Services:

Staff repaired 22 water main failures, 3 fire hydrants, 19 water services and inspected 54 system control valves and 2 fire hydrants. Completed 1,287 Utility Billing service orders and 85 miscellaneous distribution system orders.





Transportation Services Department

Monthly Report

December 2024

Mass Transit Division

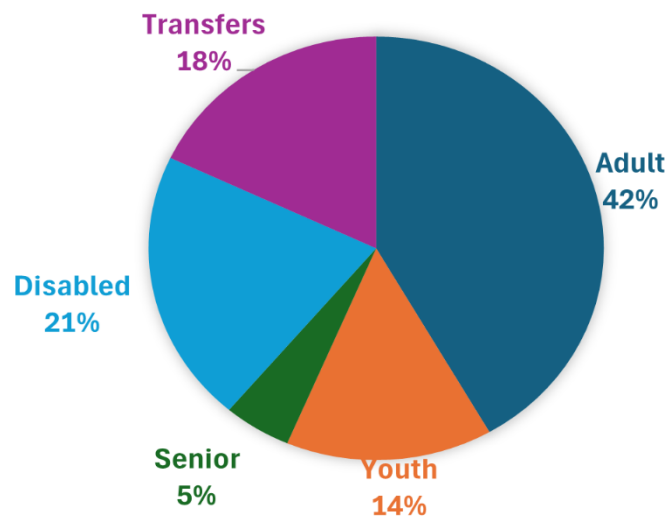
For the month of December, the Mass Transit staff completed the following projects:

1. Farebox replacement is pending awaiting IDOT approval. Fareboxes have not been replaced in over 30 years. If approved, IDOT grants will replace our existing drop box system farebox with state-of-the-art farebox validators. Allowing for the use of app and card-based payments on the buses.
2. City of Decatur was awarded a Leadership Award in Clean Transportation for Best Performing Municipality from the Illinois Alliance for Clean Transportation in December.

Our ridership for the month consisted of the following:

Mon-Sun	Fixed Route	Paratransit	Total
Passenger Rides	60,364	1,769	62,133
Miles Driven	69,635	7,457	77,092
On Time Performance	85%	92%	
Train Delays	7	5	12

FY24 FIXED-ROUTE RIDERSHIP: 810,980



FY2024 Breakout Ridership (these numbers are included in the overall numbers above):

	RCC	DPS 61	Sundays	Primient
Fixed Route	3,424	18,280	19,230	52

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

Snow removal and ice management was a priority for all facilities.

1. Transit Facilities: We need to replace the large double doors at the Transit Center (there are 6 of them) and remodel the Paratransit front desk office. These are both in the design phase.
2. Library Facilities:
 - a. Library: Roofing project still in progress.
3. Police Facilities: Monthly maintenance inspection completed and minor repairs made.
4. Civic Center:
5. MSC:
6. Fire Department: Ongoing repairs and projects across all fire stations.

Electric Vehicle (EV) Division

For the month of December, the EV staff completed the following projects:

1. EVRP plan is completed and the consultant is preparing the final packet.
2. Partnership with Ameren for the Ameren Electrification Plan. Plan has been completed and Ameren will award us \$75,000 towards our charging stations.