



**Monday, December 21, 2015
5:30 PM**

CITY COUNCIL AGENDA AMENDED

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Approval of Minutes

Minutes of December 3, 2015 Special City Council Meeting and December 7, 2015 City Council Meeting

III. Unfinished Business

IV. New Business

1. Proclamations and Recognitions
2. Presentation by Sue Lawson - Coalition of Neighborhood Organizations
3. Ordinance Levying Property Taxes for the City of Decatur for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for Fiscal Year Ending December 31, 2016
4. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2008 Series Bonds
5. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series B Bonds
6. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds
7. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds
8. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds
9. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds
10. Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to the Decatur Public Transit System Fund
11. Ordinance Appropriating Additional Funds for Certain Departmental and City Service Operations in the Fiscal Year Ending December 31, 2015
12. Ordinance Amending Zoning Ordinance Section XXIV. Off-Street Parking and Loading Requirements
13. Ordinance Rezoning Property M-1 Intense Commercial/Light Industrial

District to B-2 Commercial District 2800 North Water Street

14. Ordinance Rezoning Property R-1 Single Family Residence District to M-1 Intense Commercial/Light District 5285 East Maryland Street
15. Resolution Authorizing Redevelopment Agreement Pace Hospitality LLC
16. Resolution Receiving and Filing Proposed Redevelopment Agreement FirsTech, Inc.
17. Resolution Authorizing Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation – City Project 2013-14 Great Lakes Dredge & Dock Company Contract Pay Item Increase
18. Resolution Authorizing Change Order #1 to the Professional Services Agreement with Tele Scan, Inc. for Manhole Inspection Services, City Project 2014-16
19. Resolution Authorizing an Agreement with Tele Scan, Inc. for the Annual Sewer Televising Program, City Project 2016-19
20. Resolution Accepting the Bid of VCNA Prairie, Inc. for the Purchase of Portland Cement Concrete
21. Ordinance Annexing Territory--2412 Sands Drive
22. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards
 - B. Resolution Authorizing Expenditure of Funds - Motorola System/Service Upgrade Agreement
23. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

24. Other Business

V. Recess to Study Session

Treasurer's Financial Report

VI. Recess to Closed Executive Session for the Purpose of a Discussion Regarding the Purchase or Lease of Real Property for the Use of the Public Body

VII. Adjournment

Council Information - November Progress Report Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation City Project 2013-14

Council Information - November 2015 Monthly Reports

SPECIAL CITY COUNCIL MEETING MINUTES

Thursday, December 3, 2015

On Thursday, December 3, 2015, the City Council of the City of Decatur, Illinois, met in Special Meeting at 6:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, and Chris Funk. Councilman Bill Faber was absent. Six members present; one member absent. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason, attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

Mayor Julie Moore Wolfe called for Recess to Study Session.

Councilman Pat McDaniel moved to recess to Study Session for the purpose of discussing the City of Decatur 2016 Budget; seconded by Councilman Jerry Dawson and on call of the roll, Councilmen Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Chris Funk and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried. Council recessed to Study Session.

Mayor Julie Moore Wolfe emphasized that no one on the Council likes the idea of raising taxes or fees. The Council has had to make some tough decisions to repair and maintain sewers and fixing our water shortage. The Council cut 73 jobs during the recession. Pension costs continue to go up and those expenses are mandated by the State. A hiring freeze will be imposed and every small cut will be explored. The Council has to make up a \$4.3 million shortfall. At the end of this fiscal year the City will have \$1 million in cash reserves. Enough cash reserves to operate for five days. The City should have \$11 million which would give us 45 to 60 days of operating expenses. Mayor Julie Moore Wolfe asked citizen to shop locally and support local businesses.

City Manager Tim Gleason shared that he does not take any tax increase lightly. He expressed how important the Treasurer's monthly reports are. City Manager Tim Gleason is optimistic that Decatur's days are only going to get better.

Finance Director Gregg Zientara provided a packet of information to the Council and members of the press regarding the proposed 2016 Budget. He explained the City is approaching a total operating budget of \$150 million. Finance Director Gregg Zientara said the proposed 2016 Budget has total expenses of \$160 million. Many of the monies in funds are for a specific purpose and are not interchangeable. Mr. Zientara gave a review of the recent historical financial past to ensure Council understood the current financial position of the City. Despite the fact the City has cut expenses the City will have less than \$1 million at the end 2015. The City has cut \$6 million in payroll expenses, \$5 million cut in capital replacement, and the City is no longer funding MIS programs. The City needs to start building cash reserves. About 80% of every dollar is spent on Public Safety and Public Works. The City is proposing a budget of \$65.5 million in general expenses. The General Fund expense budget has been sufficiently cut since 2009 and further expense reductions will result in a reduction of public services.

Finance Director Gregg Zientara explained the Tax levy has remained essentially flat over the past five years. The Equalized Assessed Value (EAV) has declined since 2010. The City projects a 1% increase in EAV for levy year 2015. City purposes a 14.62%

increase in tax levy; an increase of \$1.725 million to help meet City's statutory obligated expenses of Police / Fire Pensions and GO Debt. The City has also included funding of the Fire Facilities for repair and maintenance.

City Manager Tim Gleason spoke about the downtown area and explained that we're underperforming on the assessment and it needs to be reevaluated. He also explained the importance of a consultant reevaluating the Police / Fire Pensions. City Manager Tim Gleason shared City staff recommends Council approve a General Fund budget of \$65.5 million creating a budget surplus of \$1.25 million.

Mayor asked for comments from Council.

Councilman Pat McDaniel inquired as to how much the City has taken from the General Fund for the Police / Fire Pension. Finance Director Gregg Zientara explained the increased pension cost were \$1.7 million. Discussion was held about the strains the State is putting on the City's budget by withholding payments and the costs of Police / Fire Pensions. Councilman Jerry Dawson spoke about contacting legislators to seek pension reform because the pensions are not sustainable. Finance Director Gregg Zientara said the City can only control how many Police Officers and Firemen there are employed. The State legislature mandates what the pensions are. Councilman Chris Funk expressed that there needs to be fundamental reform at the State level. Councilman Dana Ray wants to make sure the cash fund reserves are increased and urban revitalization needs to be a priority. Councilman Lisa Gregory said it would have been nice to have had incremental increases over time for our citizens, but it also difficult if the City cannot provide public services. The Council will be making difficult decisions on December 7th, but they are necessary. Councilman Pat McDaniel inquired about taxing online shopping. Shopping online hurts the local economy. Councilman Chris Funk would like to have ongoing discussion about other cuts that could be made to save money.

Mayor asked for comments from the Public.

Sherry Procarione asked Council to continue to look for ways to fix the roads. She asked Council to consider as many cuts as possible before raising taxes.

John Phillips thought what the City has been through these past few years was necessary. It is now time to fund a leap forward.

There being no further business, Councilman Jerry Dawson moved the special Council meeting be adjourned; seconded by Councilman Chris Funk, and on call of the roll Councilmen Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson, Chris Funk and Mayor Julie Moore Wolfe voted aye. The Mayor declared the Council meeting adjourned at 8:02 p.m.

Approved _____
Debra G. Bright
City Clerk

CITY COUNCIL MINUTES
Monday, December 7, 2015

On Monday, December 7, 2015, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, and Lisa Gregory. Seven members were present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

The minutes of November 16, 2015 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Dana Ray, and on call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

This being the time set aside for Proclamations and Recognitions and there being none, the City Clerk announced a presentation by System Administrator Seth Stark regarding a new Decatur website map feature. City Manager Tim Gleason introduced System Administrator Seth Stark who created a map showing the progression of the City of Decatur over 74 years. System Administrator Seth Stark shared features of the new map with Council.

R2015-129 Resolution Receiving and Filing Proposed Redevelopment Agreement Pace Hospitality LLC.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Lisa Gregory. City Manager Tim Gleason explained the Redevelopment Agreement is a new hotel opportunity. The \$9 million project will create 50 new jobs and provide a full service restaurant.

On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2015-130 Resolution Authorizing Application to United States Environmental Protection Agency Brownfields Assessment Grant Program (FY 2016).

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor announced a Public Hearing on the Tax Levy. City Manager Tim Gleason explained the Public Hearing is required for the proposed Property Tax Increase of 5%. Finance Director Gregg Zientara passed out a packet to the Council and Media. The tax levy proposed is \$13,524,802.00; an increase of \$1.7 million from the 2014 tax levy. The tax levy increase is comprised of three elements debt service, public safety pension, and general purpose. Finance Director Gregg Zientara shared a chart that

showed the 2014 Equalized Accessed Value per person in Decatur and surrounding communities. Decatur's accessed value is \$10,800 and the average accessed value is almost \$17,000. The next chart showed the 2014 tax levy amount per citizen. Decatur is at \$155 per citizen. The proposed tax levy will take Decatur from \$155 to \$177 per person.

Mayor Julie Moore Wolfe reiterated that the Council does not want to raise taxes, but these are tough times and the City will pull together and get through this.

Mayor Julie Moore Wolfe opened the Public Hearing to the Public for comment.

Steven Morrison said he doesn't like the tax increases because Decatur's aging population is on a fixed income. Tax increases don't do anything to keep people in Decatur.

Jim Taylor said not only does the City want a tax increase so does the County, Park District, and School Board. The City needs to find other ways to raise the revenue.

Russell Shulke said the City's only resort is to raise taxes.

Jim Calhoun said raising taxes puts a burden on this community. The City needs new businesses to come to raise the revenue.

Bud Jackson asked how many people will leave Decatur and how many people won't come to Decatur as the City raises taxes. Mr. Jackson believed anything the Council could do to keep the taxes low would benefit Decatur.

With no further public comment Mayor Julie Moore Wolfe closed the Public Hearing.

R2015-131 Resolution Approving the Budget for the City of Decatur for the Fiscal Period Beginning January 1, 2016 and Ending December 31, 2016.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray.

Russell Shulke read a statement he prepared regarding the City's budget.

Steven Morrison stated he understood the City was going to use the tax increase in the second half of 2016. He asked if the Council had already planned to use the tax levy funds in the second half of 2016. City Manager Tim Gleason explained to Council there are items in the budget, but the budget requires Council approval.

Councilman Pat McDaniel hoped Council would allocate money to Neighborhood Services to do more neighborhood cleanups in the future.

Councilman Bill Faber expressed the problems Decatur is facing is universal of local governments having less resources. He is not in favor of the proposed taxes that would impact senior citizens and people on fixed incomes. Councilman Bill Faber would like the Council and City Manager to find other ways to raise revenues.

Councilman Dana Ray realizes Council has to pass the budget in order to pay bills and have money in reserves.

Councilman Chris Funk said the City has done a good job of cutting expenses but with the State mandated expenses and the flat revenues the Council has to make difficult decisions.

On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

2015-65 Ordinance Amending City Code Chapter 51.5 Hotel Use Tax.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2015-66 Ordinance Amending City Code Chapter 51.3 Utility Taxes. Mayor announced a correction was made on the second page to the date on the Ordinance from January 1, 2016 to February 1, 2016.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Jerry Dawson.

City Manager Tim Gleason said in 2002 the Council adopted a Utility Tax rate of 1.25% and the proposed increased is 4.25%.

Cindy Hale said she wants Home Rule back on the ballot.

Barbara Taylor wanted to know how people who are making \$8 an hour are going to pay their bills. Ms. Taylor asked Council to enforce the rules the City already had in place.

Jim Calhoun said he is self-employed and stressed it is tough to work in this town when everything keeps going up.

Steven Morrison said it appears the Council is asking for \$1.6 million more than the City needs.

Councilman Pat McDaniel motioned to amend Chapter 51.3, Section 2 Subsection B. after Subsection X tax rates set forth in the preceding table will be used through December 31, 2020, and as of January 1, 2021, will revert to those set out in the following section and the following section will be as it currently reads; seconded by Councilman Bill Faber.

Mayor called for discussion on the amendment; seeing none Mayor called for the vote.

On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion to amend carried.

Mayor called for discussion on the Ordinance as amended.

Councilman Pat McDaniel said he suggested looking at the Utility Tax in four years so a future Council can review the Utility Tax again.

City Manager Tim Gleason called for clarification on Councilman Pat McDaniel's amendment for a four year sunset provision that the date would be 2019. The proposed projection from this revenue is \$3.7 million. City Manager Tim Gleason explained the Property Tax, Hotel Use Tax, and Utility Tax proposed are to balance the 2016 budget and to create about \$1.25 million in cash reserves.

Mayor Julie Moore Wolfe called for the vote. Corporation Counsel Wendy Morthland explained the vote will be with the amendment of 2019 versus 2020.

On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion to amend carried.

2015-67 Ordinance Amending Council Ordinance 2010-79 to Amend the Definition of 2010B Project Work Scope.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Jerry Dawson. Councilman Chris Funk asked if the original Ordinance contemplated the Council's ability to make changes. Finance Director Gregg Zientara explained the original bond documents provide a provision that the Council can change the work scope of the project.

On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2015-132 Resolution Authorizing an Agreement with Carl Walker, Inc. for Design and Construction Engineering Services for the Improvements of City Parking Garages B & C, City Project 2015-03.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. Councilman Bill Faber inquired about the term of use ADM has for Parking Garage B. Public Works Director Rick Marley said the lease provides ADM will take care of the fixtures and the operation of the parking structure. The City takes care of the parking structure. Councilman Bill Faber asked City Manager Tim Gleason if the City would consider renegotiating with ADM the responsibilities of the major repairs that need to be done.

On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2015-133 Resolution accepting Bids for Water Treatment Chemicals – Water Department.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2015-134 Resolution Authorizing an Agreement with Hanson Professional Services, Inc. to Design the Lake Decatur Dam Emergency Action Plan.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2015-135 Resolution Authorizing an Agreement with Macon County Soil and Water Conservation District.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through C and asked if any Council member wished to have an item removed from Consent Calendar. The Clerk read Items A - C:

A. Receiving and Filing of Minutes of Boards.

B. R2015-136 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings.

C. 2015-68 Ordinance Prohibiting the Use of Groundwater Christy-Foltz, Inc. 740 South Main Street.

Councilman Jerry Dawson moved that Consent Calendar Items A - C be approved by Omnibus Vote; seconded by Councilman Dana Ray, and on call of the roll, Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time for Appearance of Citizens, the following appeared:

James Taylor thanked first time responders.

Diana Champion spoke about the sale of synthetic marijuana and urged Council to consider a public nuisance ordinance.

Russell Shulke read a statement he had prepared on the development of Fairview Plaza and downtown parking availability.

Richard Cairns shared his concerns about the Council's proposal to raise taxes.

Mark Eckart spoke about the negative impacts of synthetic marijuana sales.

Anthony Richards said all ages can purchase synthetic marijuana from convenience stores. Mr. Richards asked Council to put a ban on the sale of synthetic marijuana and any look a likes.

Jim Calhoun shared his concerns about the proposed taxes.

Max Pressgrove expressed his feelings about taxes and the condition of the roads in the City.

Mayor called for Other Business.

Mayor announced two Class 'A' liquor licenses have become available. Those interested can pick up an application at the City Clerk's Office, located on the 2nd floor of the Decatur Civic Center. The Clerk's Office will begin accepting application on December 9, 2015. The last day the City Clerk will accept applications in her office is on January 8, 2016. A drawing will be held to select a licensee from the qualified applicants. The date of the drawing will be January 22, 2016.

Councilman Dana Ray inquired about what the Council can legally do regarding the sales of synthetic marijuana. Corporation Counsel Wendy Morthland explained it is a matter of state wide concern. Legislation will obtain a legislative solution, but until then it is very difficult for a municipality to regulate until it is defined.

Councilman Pat McDaniel requested staff look at the lights under the viaduct at West Main because you cannot see pedestrians crossing at Millikin University.

Councilman Bill Faber requested inspectors look at businesses selling synthetic marijuana with a careful eye.

There being no further business, Councilman Jerry Dawson moved the regular Council meeting be adjourned; seconded by Councilman Dana Ray, and on call of the roll Councilmen Pat McDaniel, Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Mayor Julie Moore Wolfe voted aye. The Mayor declared the Council meeting adjourned at 7:28 p.m.

Approved _____
Debra G. Bright
City Clerk

Financial Management

DATE: 12/13/2015

MEMO: Letter to Decatur City Council Financial Management Department Letter #2015-23

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR, ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN NECESSARY EXPENSES OF THE CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016, AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached series of Ordinances, which set the property tax levy for the City of Decatur for assessed value year 2015 pay tax year 2016, and abate certain of the general obligation bond debt service payments, whereby such abatement will exclude said debt service payment from inclusion in the property tax levy.

This tax levy and tax abatements will be used by County Officials to calculate the tax extensions to appear on property tax bills issued to property owners in calendar year 2016 for tax due in calendar year 2016.

The property tax levy presented in the ordinance for Council consideration is \$22,320,196.32 and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, General Fund and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy.

Tax Abatement Ordinances included amount to \$8,795,394.32 of general obligation debt service tax abatement.

The resulting net tax levy after abatement is \$13,524,802.00, with comparison as follows to the prior year tax levy:

\$ (whole)	Tax levy	Tax Abatement(s)	Net Tax Levy
2015 Tax Levy	22,320,196.32	8,795,394.32	13,524,802.00

2014 Tax Levy extended	19,634,597.29	7,834,493.82	11,800,111.76

2014 extended tax levy includes a \$8.29 extension rounding adjustment

BACKGROUND:

By State of Illinois statute, the City is required to adopt the annual property tax levy prior to December 31 of the year of assessed value with property tax payable in the subsequent year. In the event that the City fails to adopt the property tax levy, the previously adopted property tax levy remains in full force and effect.

POTENTIAL OBJECTIONS: There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

City is required to adopt the property tax levy prior to December 31 of the year of assessed value. Upon adoption of the City property tax levy, the City Clerk will file a certified copy with the Macon County Clerk, who shall use such certified property tax levy in the extension of property tax bills to be prepared and issued to property owners in calendar year 2016 with tax payable in calendar year 2016.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/17/2015 - 12:15 PM

ORDINANCE NO. 2015-

**AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR,
ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN
NECESSARY EXPENSES OF THE CIVIL CITY FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016, AND FIXING A
TIME WHEN THE SAME SHALL TAKE EFFECT**

WHEREAS, the City of Decatur, Illinois is a home rule unit of local government as defined by, and having the powers enumerated in, the Constitution of the State of Illinois 1970, Article VII, Section 6(a); and,

WHEREAS, the City of Decatur is required to establish the Property Tax Levy for the City of Decatur prior to December 31 of the year of assessed value with property tax payable in the subsequent year, the City hereby with this Ordinance affixes the Property Tax Levy for assessed value in calendar year 2015 and with tax payable in calendar year 2016.

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

Section 1. That there is hereby levied upon all the taxable property within the corporate limits of the City of Decatur, Illinois, as the same is taxed and equalized for State and County purposes for the fiscal year beginning with the 1st day of January of 2016, and ending on the 31st day of December, 2016, the sum of Twenty-Two Million, Three Hundred Twenty Thousand, One Hundred Ninety Six Dollars and Thirty Two Cents (\$22,320,196.32) for which said sum is hereby levied and is appropriated for purposes specified as follows, and that there is hereby abated upon all taxable property within the corporate limits of the City of Decatur, Illinois, the sum of Eight Million, Seven Hundred Ninety Five Thousand, Three Hundred Ninety Four Dollars and Thirty Two Cents (\$8,795,394.32) resulting in a Net Tax Levy of Thirteen Million, Five Hundred Twenty Four Thousand, Eight Hundred and Two Dollars and Zero Cents (\$13,524,802.00).

	Tax Levy \$	Abate \$	Net Tax Levy \$
Decatur General Purpose	409,765.00		409,765.00
Decatur Police Pension	3,575,000.00		3,575,000.00
Decatur Firefighter Pension	4,390,000.00		4,390,000.00
Decatur Public Library	2,850,000.00		2,850,000.00
Decatur Municipal Band	65,000.00		65,000.00
GO Bond 2008	1,174,112.52	1,174,112.52	0.00
GO Bond 2010 Series A	620,157.52		620,157.52
GO Bond 2010 Series B	2,460,417.52	2,001,844.30	458,573.22
GO Bond 2010 Series C	277,750.00	138,875.00	138,875.00
GO Bond 2010 Series D	261,750.00		261,750.00

GO Bond 2012	755,681.26		755,681.26
GO Bond 2013	1,858,150.00	1,858,150.00	0.00
GO Bond 2014	1,874,437.50	1,874,437.50	0.00
GO Bond 2015	1,747,975.00	1,747,975.00	0.00
Total Tax Levy	22,320,196.32	8,795,394.32	13,524,802.00

Section 2. That the City Clerk be, and is hereby, authorized and directed to cause a duly certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois, in time and manner as provided by law.

Section 3. That warrants against and in anticipation of the taxes above levied for the payment of the ordinary and necessary expenses of the City are hereby authorized to be drawn by the Mayor and City Clerk to the extent of seventy-five percent of the total amount of any such tax levied herein in accordance with the Statutes in such case made and provided, and subject to the provisions thereof.

Section 4. This Ordinance shall be in full-force and effect and after its passage by the Council and approval by the Mayor.

PRESENTED, ADOPTED AND RECORDED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2008 SERIES BONDS**

WHEREAS, by Ordinance No. 2008-99 passed and adopted on December 15, 2008, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2016 and ending December 31, 2016.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2016 and ending December 31, 2016, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2008-99 GO Bond Series 2008	1,174,112.52	1,174,112.52	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2015 assessed value year with property tax payable in 2016.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORDED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

CITY CLERK

ORDINANCE NO. 2015-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2010 SERIES B BONDS**

WHEREAS, by Ordinance No. 2010-79 passed and adopted on November 15, 2010, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2016 and ending December 31, 2016.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2016 and ending December 31, 2016, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2010-79 GO Bond Series B 2010	2,460,417.52	2,001,844.30	458,573.22

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2015 assessed value year with property tax payable in 2016.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORDED this 21st day of December, 2015

Julie Moore Wolfe, Mayor

ATTEST:

CITY CLERK

ORDINANCE NO. 2015-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2010 SERIES C BONDS**

WHEREAS, by Ordinance No. 2010-79 passed and adopted on November 15, 2010, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2016 and ending December 31, 2016.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2016 and ending December 31, 2016, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2010-79 GO Bond Series C 2010	277,750.00	138,875.00	138,875.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2015 assessed value year with property tax payable in 2016.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORDED this 21st day of December, 2015

Julie Moore Wolfe, Mayor

ATTEST:

CITY CLERK

ORDINANCE NO. 2015-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2013 SERIES BONDS**

WHEREAS, by Ordinance No. 2012-78 passed and adopted on November 5, 2012, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2016 and ending December 31, 2016.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2016 and ending December 31, 2016, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2012-78 GO Bond Series 2013	1,858,150.00	1,858,150.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2015 assessed value year with property tax payable in 2016.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORDED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

CITY CLERK

ORDINANCE NO. 2015-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2014 SERIES BONDS**

WHEREAS, by Ordinance No. 2014-04 passed and adopted on February 3, 2014, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2016 and ending December 31, 2016.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2016 and ending December 31, 2016, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2014-04 GO Bond Series 2014	1,874,437.50	1,874,437.50	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2015 assessed value year with property tax payable in 2016.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORDED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

CITY CLERK

ORDINANCE NO. 2015-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2015 SERIES BONDS**

WHEREAS, by Ordinance No. 2015-36 passed and adopted on August 17, 2015, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2016 and ending December 31, 2016.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2016 and ending December 31, 2016, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2015-36 GO Bond Series 2015	1,747,975.00	1,747,975.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2015 assessed value year with property tax payable in 2016.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORDED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

CITY CLERK

Financial Management

DATE: 12/13/2015

MEMO: Letter to the Decatur City Council Financial Management Department #2015-25

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager

Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: RESOLUTION AUTHORIZING THE CITY OF DECATUR TO PROVIDE AN INTERFUND CASH ADVANCE TO THE DECATUR PUBLIC TRANSIT SYSTEM FUND IN SUFFICIENT AMOUNT TO AFFECT A POSITIVE CASH POSITION AT THE CLOSE OF BUSINESS AS OF DECEMBER 31, 2015 FOR THE PURPOSE OF FUNDING THE TRANSIT PAYROLL AND OTHER OPERATING EXPENSES UNTIL SUCH TIME THAT THE TRANSIT SYSTEM FUND RECEIVES THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION 2ND QUARTER OPERATING GRANT AND THE INTERFUND CASH ADVANCE IS REPAID IN FULL TO THE CITY OF DECATUR

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Council Resolution.

BACKGROUND:

The City of Decatur Public Transit is primarily funded through operating grants received from the State of Illinois Department of Transportation.

The Council Resolution herewith is requested for approval as a precautionary measure in the event that the City of Decatur Public Transit System does not receive the State of Illinois Department of Transportation 2nd Quarter operating grant, which is on file with the State of Illinois and pending disbursement.

Unless said operating grant is received before December 31, 2015, the Decatur Public Transit System Fund will end the City of Decatur 2015 fiscal year with a negative cash position.

Government Accounting Standards Board ("GASB") pronouncements require the Auditors in the fiscal period audit to site the City with a negative audit finding in the event of such occurrence, regardless of the reason for the negative cash position.

Council approval of the Interfund Cash advance, in the event required, will place the City in compliance of GASB audit requirements.

If the operating grant is received prior to December 31, 2015, the Interfund Cash Advance will not be affected.

The projected amount of the Interfund Cash Advance is on the order of \$200k to \$250k. The Interfund Cash Advance would be provided by the City of Decatur Water Operating Fund.

POTENTIAL OBJECTIONS: there are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS: None.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/17/2015 - 12:18 PM

RESOLUTION NO. R2015-

**RESOLUTION AUTHORIZING THE CITY OF DECATUR TO PROVIDE AN
INTERFUND CASH ADVANCE TO THE
DECATUR PUBLIC TRANSIT SYSTEM FUND**

WHEREAS, the Decatur Public Transit System must have funds in an amount to affect a positive cash position at the close of business as of December 31, 2015 for the purpose of funding their payroll and other operating expenses; and,

WHEREAS, the Decatur Public Transit System receives operating grants from the Illinois Department of Transportation on a quarterly basis and the Decatur Public Transit System has not received the State of Illinois Department of Transportation second quarter operating grant; and,

WHEREAS, it is necessary for the City of Decatur to provide an interfund cash advance to the Decatur Public Transit System in an amount sufficient to effect a positive cash position as of the close of business December 31, 2015 until such time that the Decatur Public Transit System receives their second quarter operating grant from the State of Illinois.

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

Section 1. That an Interfund Cash Advance in sufficient amount to effect a positive cash position at the close of business as of December 31, 2015 to the Decatur Public Transit System Fund of the City of Decatur, Illinois, be, and the same is hereby , received, placed on file, and approved.

Section 2. That the City Treasurer is hereby, authorized and directed to affect said interfund cash advance to the Decatur public transit System on behalf of the City of Decatur, Illinois.

Section 3. That the City Treasurer is hereby authorized and directed to repay in full the amounts transferred herein to the City of Decatur at such time that the Decatur Public Transit System fund receives its second quarter operating grant funds or at such time that the Decatur Public Transit System fund has sufficient funds to repay the interfund cash advance to the City of Decatur, whichever occurs first.

PRESENTED and ADOPTED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Financial Management

DATE: 12/15/2015

MEMO: Letter to the Decatur City Council Financial Management Department #2015-24

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Appropriating Additional Funds for Certain Departmental and Civil City Service Operations in Fiscal Year Ending December 31, 2015

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Ordinance.

BACKGROUND:

City Council passed the Annual Appropriation Ordinance 2015-10 on March 16, 2015 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

It is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2015-10.

<u>Fund</u>	<u>\$ Amount</u>	<u>Purpose</u>
23 Eastgate TIF	40,000	Developer payment greater than planned
28 Pines TIF	3,000	Developer payment greater than planned
25 Drug Enforcement	200,000	Spend down of cash balance funding police capital equipment purchases
26 DUI	15,000	Spend down of cash balance funding police capital equipment purchases
36 Municipal Band	12,000	Spend down of private donation funds
49 Fire Capital	17,000	Unforeseen facility repair & maintenance

Total	287,000	

The additional appropriations requested are within the cash position balances of each fund and present no adverse impact on overall City operations and fund balance positions.

POTENTIAL OBJECTIONS: There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/17/2015 - 12:13 PM

ORDINANCE NO. 2015-

**AN ORDINANCE APPROPRIATING ADDITIONAL FUNDS FOR CERTAIN
DEPARTMENTAL AND CIVIL CITY SERVICE OPERATIONS IN THE FISCAL
YEAR ENDING DECEMBER 31, 2015 OF \$40,000 FOR EASTGATE TIF FUND (#23),
\$3,000 FOR PINES SHOPPING TIF FUND (#28), \$200,000 FOR DRUG
ENFORCEMENT FUND (#25), \$15,000 FOR DUI FUND (#26), \$12,000 FOR
MUNICIPAL BAND FUND (#36), AND \$17,000 FOR FIRE CAPITAL FUND (#49)**

WHEREAS, on March 16, 2015, City Council passed the Annual Appropriation Ordinance 2015-10 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

WHEREAS, it is now necessary to appropriate additional funds for operational expenditures necessary for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2015-10.

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

SECTION 1. The following amounts are hereby appropriated in fiscal year ending December 31, 2015 and set apart within the following designated funds for expenditures as follows:

<u>Fund</u>	<u>\$ Amount</u>
Eastgate TIF (#23)	40,000
Pines Shopping TIF (#28)	3,000
Drug Enforcement (#25)	200,000
DUI (#26)	15,000
Municipal Band (#36)	12,000
Fire Capital (#49)	17,000
Total	287,000

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Development Services

DATE: 12/16/2015

MEMO: No. 15-33

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT: Amendment to Zoning Ordinance (Ordinance #3512, as amended)

SUMMARY RECOMMENDATION:

Staff recommends approval of the amendment to the City of Decatur Zoning Ordinance (Ordinance #3512, as amended) as proposed. The City Plan Commission voted 6-0 to recommend approval of this petition at the December 3, 2015 meeting; the minutes of the meeting are attached.

BACKGROUND:

The proposed amendment will make parking requirements specifically for a video gaming parlor as it was added to the Zoning Ordinance as a separate permitted use in the B-2 Commercial District and M-1 Intense Commercial/Light Industrial District earlier in the year.

We currently differentiate between video gaming parlors where the primary function is video gaming and other types of establishments that have this function as a use secondary to other uses (bars, restaurants, etc.) when it comes to licensing and zoning ordinance definitions. Yet, video gaming parlors currently are required to follow the parking requirements of restaurant, night club, café, bar, cocktail lounge, or similar food service, recreation or amusement establishments. Upon review of video gaming parlors it was evident that daily operations do not create the kind of volume of visitors that restaurants, nightclubs, bars, or other similar establishments do and, as such, a change in parking requirements is being recommended. The proposed amendment will have parking based on the number of video gaming machines in the establishment as well as the number of employees on the maximum working shift and the square footage of the establishment.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

N/A

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at sstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	12/17/2015 - 12:12 PM

ORDINANCE NO. _____

**ORDINANCE AMENDING ZONING ORDINANCE
- SECTION XXIV. OFF-STREET PARKING
AND LOADING REQUIREMENTS -**

WHEREAS, on the 3rd day of December, 2015 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Billy Tyus, Assistant City Manager, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Section XXIV., Off-Street Parking and Loading Requirements thereof, so that said Section XXIV. as modified and amended shall provide as set forth herein.

XXIV. Off-Street Parking and Loading Requirements

C. Required Number of Spaces by Use

3. Service and entertainment business uses:

...

Video gaming parlor	One (1) space per video gaming machine and one (1) space for each employee on the maximum working shift plus one (1) additional space for each 200 square feet of floor area in excess of 2000 square feet.
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WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

Section 1. That the report and recommendations of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and approved.

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Section XXIV. as set forth herein.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this ____ day of _____, 2015.

CITY CLERK

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION XXIV.C.3

Off-Street Parking and Loading Requirements-Required Number of Spaces by Use

3. Service and entertainment business uses:

<u>Video gaming parlor</u>	<u>One (1) space per video gaming machine and one (1) space for each employee on the maximum working shift plus one (1) additional space for each 200 square feet of floor area in excess of 2000 square feet.</u>
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City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Billy Tyus				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	Illinois	Zip	62523
Telephone	217-424-2793	Fax		E-mail	btyus@decaturil.gov
Property Owner					
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:	Amend Zoning Ordinance (Ord. #3512, as amended)					

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

The proposed amendment will create a separate parking requirement for video gaming parlors, the requirement will be based on the number of machines, number of employees and square footage of the establishment.

SECTION FOUR: JUSTIFICATION

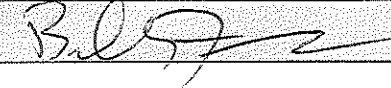
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

The amendment for the addition of video gaming parlors to the list of parking uses separate from restaurants and amusement establishments will allow for parking based on the number of machines, employees and square footage of the establishment as opposed to parking solely based on the square footage of the establishment.

SECTION FIVE: CERTIFICATION

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

**Petitioner's
Signature**



Date November 5, 2015

NOTES:

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

OFFICE USE ONLY

Date Filed

By

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION XXIV.C.3

Off-Street Parking and Loading Requirements-Required Number of Spaces by Use

3. Service and entertainment business uses:

<u>Video gaming parlor</u>	<u>One (1) space per video gaming machine and one (1) space for each employee on the maximum working shift plus one (1) additional space for each 200 square feet of floor area in excess of 2000 square feet.</u>
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STAFF REPORT
Decatur City Plan Commission

COMMON NAME: City of Decatur Zoning Ordinance

GENERAL INFORMATION

Hearing Date	December 3, 2015
Calendar No.	15-60
Requested Action	Amendments to Zoning Ordinance (Ordinance #3512)
Petitioner	Billy Tyus, Assistant City Manager

BACKGROUND

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION XXIV. Off-Street Parking and Loading Requirements. It is Staff's hope that this change will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendment will make parking requirements specifically for a video gaming parlor as it was added to the Zoning Ordinance as a separate permitted use in the B-2 Commercial District and M-1 Intense Commercial/Light Industrial District earlier in the year.

DESCRIPTION

The proposed amendment will call out specific parking requirements for a video gaming parlor. Currently, video gaming parlors are following the requirements of restaurant, night club, café, bar, cocktail lounge, or similar food service, recreation or amusement establishment. The proposed amendment will have parking will be based on the number of video gaming machines in the establishment as well as the number of employees on the maximum working shift and the square footage of the establishment.

STAFF RECOMMENDATION

Staff recommends approval of the amendment as proposed.

PLAN COMMISSION ACTION

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 15-60 to City Council with a recommendation of approval is suggested. The above report constitutes the testimony and recommendation of the Division of Planning and Sustainability, Department of Planning and Building Services, City of Decatur.

Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Mark Up

Excerpts from Plan Commission Minutes of December 3, 2015:

Cal. No. 15-60

Petition of BILLY TYUS, ASSISTANT CITY MANAGER, for amendments to the City of Decatur Zoning Ordinance Section XXIV.C.-Off-Street Parking and Loading Requirements-Required Number of Spaces by Use.

Mr. Billy Tyus was sworn in by Mrs. Poland.

Mr. Tyus presented the recommendation of staff:

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION XXIV. Off-Street Parking and Loading Requirements. It is Staff's hope that this change will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendment will make parking requirements specifically for a video gaming parlor as it was added to the Zoning Ordinance as a separate permitted use in the B-2 Commercial District and M-1 Intense Commercial/Light Industrial District earlier in the year.

The proposed amendment will call out specific parking requirements for a video gaming parlor. Currently, video gaming parlors are following the requirements of restaurant, night club, café, bar, cocktail lounge, or similar food service, recreation or amusement establishment. The proposed amendment will have parking will be based on the number of video gaming machines in the establishment as well as the number of employees on the maximum working shift and the square footage of the establishment.

Staff recommends approval of the amendment as proposed.

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 15-60 to City Council with a recommendation of approval is suggested.

Mr. Tyus said currently the parking requirements for the video gaming parlors are the same as it is for restaurants and bars. Staff has found these parlors typically do not have a large number of vehicles parked at the establishment and felt this recommendation was fair. This does not affect restaurants and bars, only the video gaming parlors.

Mr. Jack Myatt asked how many video gaming parlors the City has now. Mr. Tyus said he believes there are approximately 54 establishments that have video gaming machines, he is not certain of the number of video gaming parlors.

Mr. Tyus said the video gaming parlors are places where video gaming is the primary use. It is not a restaurant. They are normally between 1,500 and 2,000 square feet. This amendment will lower the parking requirement to one (1) parking space per machine and one (1) parking space per employee. The video gaming parlors are only allowed five (5) machines per establishment.

Excerpts from Plan Commission Minutes of December 3, 2015 continued:

If the facility is more than 2,000 square feet, an additional parking space will be required for each additional 200 square feet.

Mr. Bruce Frantz asked if groups of people go to these establishments. Mr. Tyus said he visited a number of these facilities and found there were not gatherings of people who were waiting for machines. Mr. Tyus said a number of these establishments are located in shopping centers which have ample parking.

Chairman Glenn Livingston asked if there has been an increase in the video gaming parlors since last year. Mr. Tyus said absolutely. Chairman Livingston asked if the number of video gaming parlors is projected to expand in the future. Mr. Tyus said he has not seen a slowdown in the last couple of months.

Mr. Frantz asked if there was a limit to the number of establishments in the City. Mr. Tyus said no. There will be a study session coming up concerning these facilities. Mr. Tyus said State Statute governs the number of machines you can have in a facility which is presently five (5).

Chairman Livingston asked what the requirements to get a video gaming license are. Mr. Tyus said the State governs them and one of the requirements is a liquor license that allows them to pour. Fraternal organizations are also allowed to have the gaming machines. Certain standards have to be met in order to have the machines. They are considered businesses and have to obtain a Class P liquor license. The City does regulate where they can be located within the City.

Mr. Frantz asked if the establishment had to sell liquor. Mr. Tyus said yes. Mr. Frantz asked if even the fraternal organizations had to sell liquor. Mr. John Robinson stated yes.

There were no objectors present.

It was moved and seconded (Myatt/Newton) to forward Calendar No. 15-60 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 12/16/2015

MEMO: No. 15-52

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT: Rezone 2800 North Water Street from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to B-2 Commercial District. The City Plan Commission voted 6-0 to recommend approval of this petition at the December 3, 2015 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site located at 2800 North Water Street is currently zoned M-1 Intense Commercial/Light Industrial District and consists of approximately 6.64 acres. The eastern half of a commercial strip center is located on the subject site.

The petitioner proposes to rezone from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District.

Rezoning the site from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District will decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole. It will also allow the entire commercial strip center to be located in the same zoning district.

Additionally, the City has in recent years made efforts to promote this corridor as Commercial/retail, providing Enterprise Zone incentives for retail development both here and along Eldorado St. It represents one of the city's most heavily traveled corridors and currently stands ripe for retail redevelopment. Both corridors currently facilitate high traffic counts, infrastructure is in place for development, they are highly visible and represent areas that can provide the best return for our investment of incentives. This site has for decades existed as a retail center.

The surrounding zoning includes M-1 Intense Commercial-Light Industrial District to the north, south and east and B-2 Commercial District to the east and west and this rezoning request represents the first of what will be several along the Pershing Road corridor to rezone from M-1 Industrial to B-2 Commercial. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The existing uses of the property are permitted uses in the B-2 Commercial District. The permitted uses of the B-2 District are compatible with both the adjacent uses and zoning districts.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at [sstickle@decaturil.gov](mailto:ssstickle@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	12/17/2015 - 12:14 PM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
TO B-2 COMMERCIAL DISTRICT
- 2800 NORTH WATER STREET -**

WHEREAS, on the 3rd day of December, 2015, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Billy Tyus, Assistant City Manager, to rezone premises legally described as:

THE EAST 556.74 FEET OF THE SOUTH 515.38 FEET OF THE SOUTH 10.87 CHAINS OF THE NORTH 17.45 CHAINS OF THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SIXTEEN (16), RANGE TWO (2) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY LINE OF THE ILLINOIS TERMINAL RAILROAD OF PARCEL ONE (1) AS DESCRIBED IN BOOK 4155 PAGE 279 OF RECORDS OF THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS; EXCEPT THE SOUTH 207.1 FEET THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 435 FEET SOUTH AND 694.74 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION TWO (2), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN ; THENCE SOUTH 513.29 FEET, THENCE EAST 556.74 FEET, THENCE NORTH 515.38 FEET, THENCE WEST 567.69 FEET TO THE POINT OF BEGINNING.

from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District; and,

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

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

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

Section 2. That said described premises be, and they are hereby, rezoned from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Billy Tyus				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	Illinois	Zip	62523
Telephone	217-424-2793	Fax		E-mail	btyus@decaturil.gov
Property Owner	U.S. Bank National Association, as successor to Northwest Bank Minnesota, Nati				
Address	#1 Corrologic Drive				
City	Westlake	State	Texas	Zip	76262
Telephone		Fax		E-mail	
Representative	Same as petitioner				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	2800 North Water Street					
Legal Description	See attached Exhibit A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						Commercial Strip Center
Size of Tract	6.64	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

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

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

The purpose is to down zone the property from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in one zoning district.

SECTION FOUR: JUSTIFICATION

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

The commercial strip center is located on a major corridor within the City of Decatur. The B-2 Commercial District is the best fit for the area in terms of land use and will match the existing zoning of the west half of the commercial strip center.

SECTION FIVE: CERTIFICATION

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

**Petitioner's
Signature**



Date November 5, 2015

NOTES:

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

OFFICE USE ONLY

Date Filed

By

EXHIBIT A

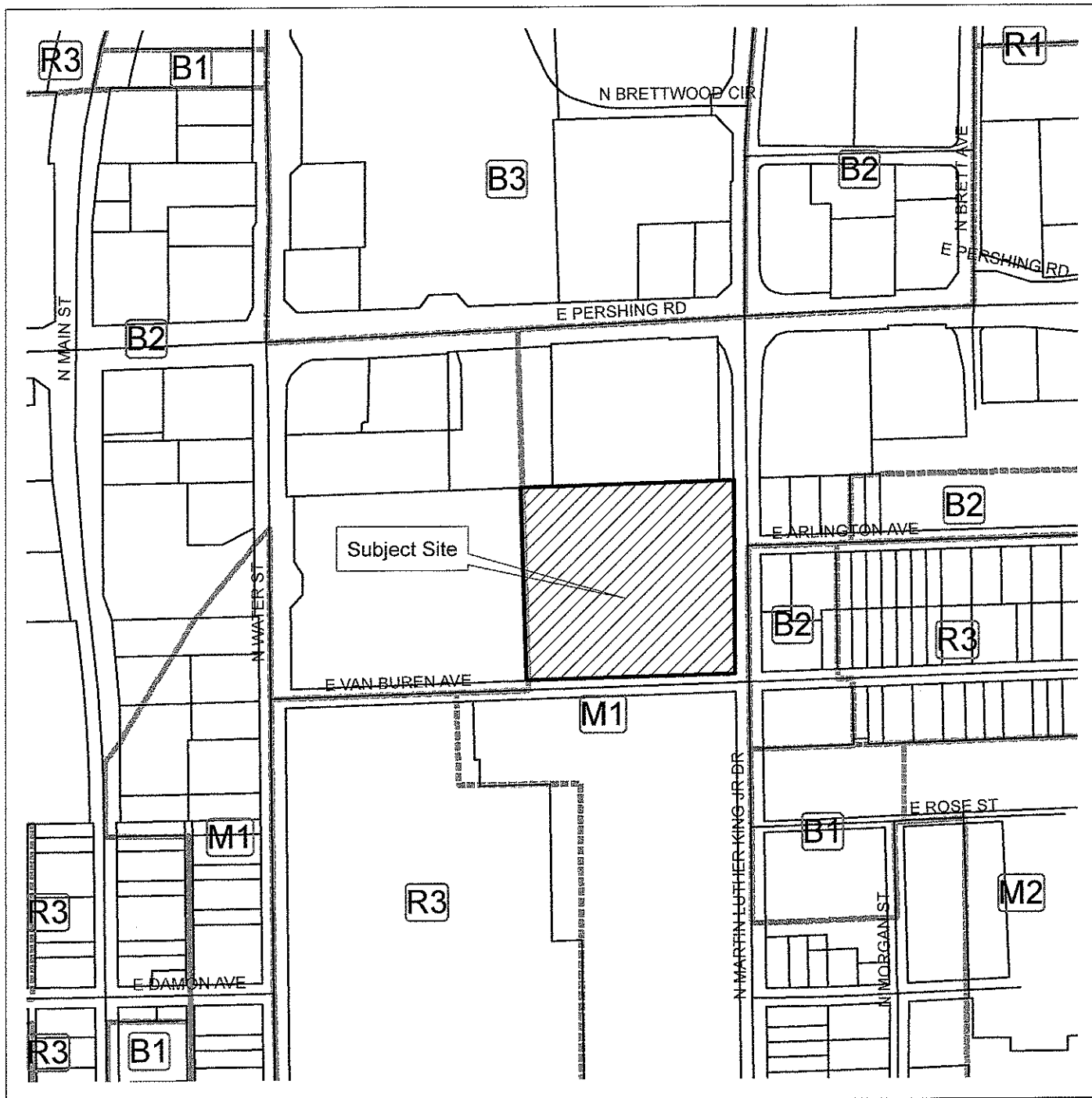
Legal Description East Half of 2800 North Water Street

THE EAST 556.74 FEET OF THE SOUTH 515.38 FEET OF THE SOUTH 10.87 CHAINS OF THE NORTH 17.45 CHAINS OF THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SIXTEEN (16), RANGE TWO (2) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY LINE OF THE ILLINOIS TERMINAL RAILROAD OF PARCEL ONE (1) AS DESCRIBED IN BOOK 4155 PAGE 279 OF RECORDS OF THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS; EXCEPT THE SOUTH 207.1 FEET THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 435 FEET SOUTH AND 694.74 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION TWO (2), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN ; THENCE SOUTH 513.29 FEET, THENCE EAST 556.74 FEET, THENCE NORTH 515.38 FEET, THENCE WEST 567.69 FEET TO THE POINT OF BEGINNING.

Decatur City Plan Commission

2800 North Water Street



Cal. No.: 15-58
Date: December 3, 2015
Petition of: Billy Tyus
Requested Action: Rezone to B-2 Commercial District

0 250 500 1,000 Feet



Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 2800 North Water Street

GENERAL INFORMATION

Hearing Date December 3, 2015
Calendar No. 15-58
Property Location 2800 North Water Street
Requested Action Rezone from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District
Petitioner Billy Tyus

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial	M-1	Retail
North	Commercial	M-1	Retail
South	Utilities	M-1	Employment
East	Commercial/Office/Contractor	B-2,M-1	Residential-Low Density, Heavy Commercial
West	Commercial	B-2	Retail

BACKGROUND

1. The subject site located at 2800 North Water Street is currently zoned M-1 Intense Commercial/Light Industrial District and consists of approximately 6.64 acres. The eastern half of a commercial strip center is located on the subject site.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District.

STAFF ANALYSIS

1. Rezoning the site from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District will decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole. It will also allow the entire commercial strip center to be located in the same zoning district.
2. Additionally, the City has in recent years made efforts to promote this corridor as Commercial/retail, providing Enterprise Zone incentives for retail development both here and along Eldorado St. It represents one of the city's most heavily traveled corridors and currently stands ripe for retail redevelopment. Both corridors currently facilitate high traffic counts, infrastructure is in place for development, they are highly visible and represent areas that can provide the best return for our investment of incentives. This site has for decades existed as a retail center.

3. The surrounding zoning includes M-1 Intense Commercial-Light Industrial District to the north, south and east and B-2 Commercial District to the east and west. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The existing uses of the property are permitted uses in the B-2 Commercial District. The permitted uses of the B-2 District are compatible with both the adjacent uses and zoning districts.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-58 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Minutes of December 3, 2015:

Cal. No. 15-58

Petition of BILLY TYUS, ASSISTANT CITY MANAGER, to rezone property located at 2800 NORTH WATER STREET from M-1 Intense Commercial-Light Industrial District to B-2 Commercial District.

Ms. Stickle presented the recommendation of staff:

The subject site located at 2800 North Water Street is currently zoned M-1 Intense Commercial/Light Industrial District and consists of approximately 6.64 acres. The eastern half of a commercial strip center is located on the subject site.

The petitioner proposes to rezone from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District so that the entire commercial strip center is located in the same zoning district and to allow for all those uses permitted in the B-2 Commercial District.

Rezoning the site from M-1 Intense Commercial/Light Industrial District to B-2 Commercial District will decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole. It will also allow the entire commercial strip center to be located in the same zoning district.

Additionally, the City has in recent years made efforts to promote this corridor as Commercial/retail, providing Enterprise Zone incentives for retail development both here and along Eldorado St. It represents one of the city's most heavily traveled corridors and currently stands ripe for retail redevelopment. Both corridors currently facilitate high traffic counts, infrastructure is in place for development, they are highly visible and represent areas that can provide the best return for our investment of incentives. This site has for decades existed as a retail center.

The surrounding zoning includes M-1 Intense Commercial-Light Industrial District to the north, south and east and B-2 Commercial District to the east and west. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The existing uses of the property are permitted uses in the B-2 Commercial District. The permitted uses of the B-2 District are compatible with both the adjacent uses and zoning districts.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-58 to the City Council with a recommendation for approval is suggested.

There were no questions and no objectors present.

It was moved and seconded (Frantz/Newton) to forward Calendar No. 15-58 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 12/16/2015

MEMO: No. 15-51

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT: Rezone 5285 East Maryland Street from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to M-1 Intense Commercial/Light Industrial District. The City Plan Commission voted 6-0 to recommend approval of this petition at the December 3, 2015 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site is approximately 7.39 acres and is located at 5285 East Maryland Street. The site is currently developed with a single family residential structure and two (2) accessory structures.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the west and R-6 Multiple Dwelling District to the south. The Village of Long Creek is to the east and there is City ROW, State ROW and Railroad ROW to the north. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The permitted land uses in the M-1 District are compatible with the land uses to the west, north and south and the zoning district to the west.

Although the Comprehensive Plan shows this area as retail, staff is of the opinion that uses permitted in the M-1 District will not alter the essential character of the general area.

If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at sstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	12/17/2015 - 12:14 PM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- 5285 EAST MARYLAND STREET -**

WHEREAS, on the 3rd day of December, 2015, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of B & R Development, LLP, to rezone premises legally described as:

Lot One (1) of KRB Addition to the City of Decatur, Illinois, as per Plat recorded in Book 1832, on page 950 of the records in the Recorder's Office of Macon County, Illinois.

from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District; and,

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	B & R Development L.L.P				
Address	100 South Water Street, Suite 101				
City	Decatur	State	IL	Zip	62523-1048
Telephone	217-424-2426	Fax	217-424-4908	E-mail	tony.romano@romanoc
Property Owner	B & R Development L.L.P.				
Address	100 South Water Street, Suite 101				
City	Decatur	State	IL	Zip	62523-1048
Telephone	217-424-2426	Fax	217-424-4908	E-mail	tony.romano@romanoc
Representative	Robert M. Cox, PLS				
Address	132 South Water Street, Suite 638				
City	Decatur	State	IL	Zip	62523
Telephone	217-521-0612	Fax		E-mail	surveysolutionsllc@yah

SECTION TWO: SITE INFORMATION

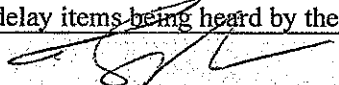
Street Address	5285 East Maryland Street					
Legal Description	Lot 1 of KRB Addition to the City of Decatur, Illinois as per plat recorded in Book 1832, page 950 in the records of the Recorder's Office of Macon County, Illinois.					
Present Zoning	☒ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	8.39	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:						

<i>Section Three Continued</i>	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
The Petitioner plans to complete a two lot minor subdivision of the property. Developing a business on what would become the North lot and complete a future development on what would become the South lot.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The existing home on the property would be torn down. The site would be developed for a new and future business having a positive impact on the appearance of the site.

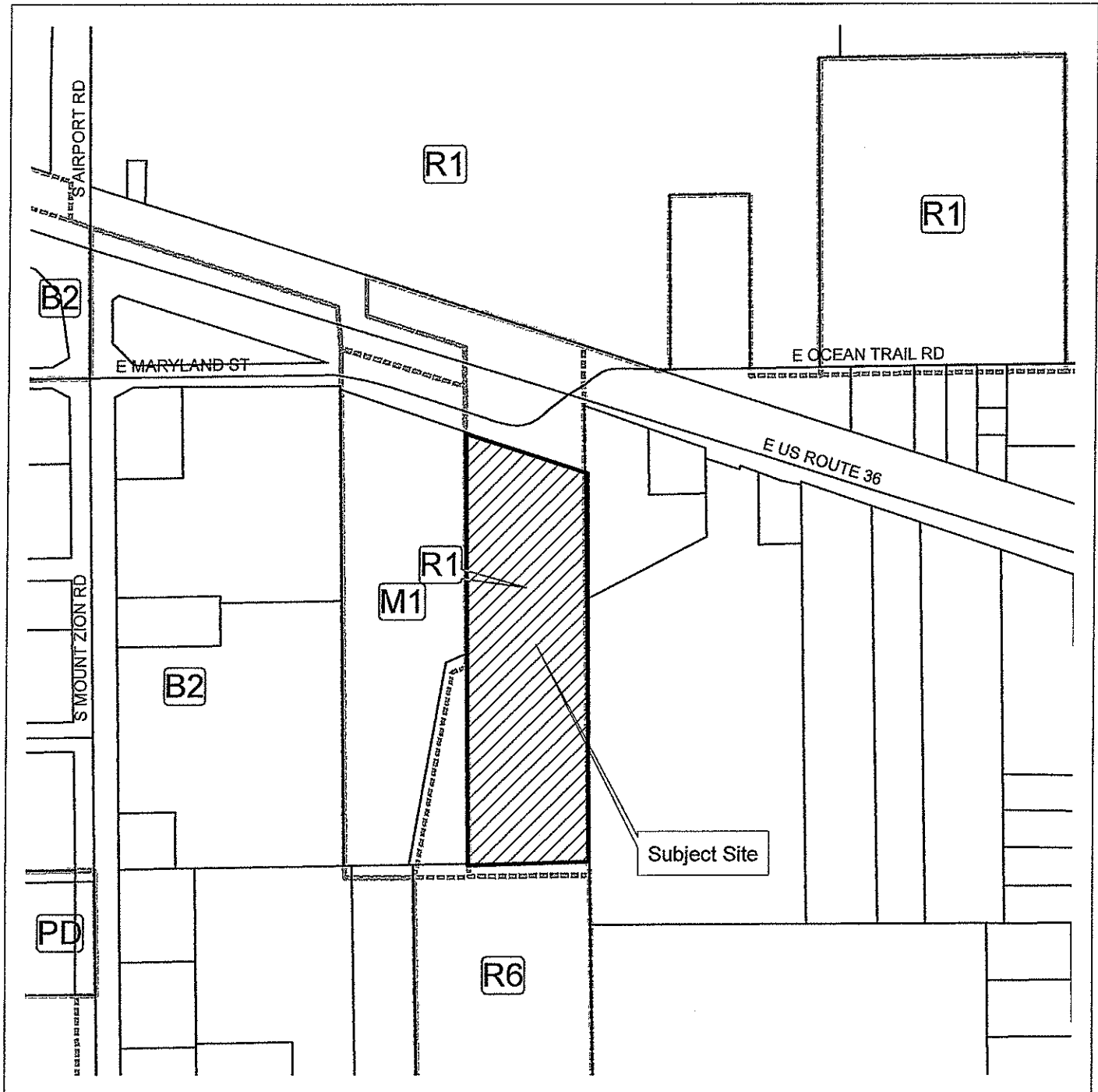
SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	10-26-15

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

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

5285 East Maryland Street



Cal. No.: 15-57
Date: December 3, 2015
Petition of: B & R Development, LLP
Requested Action: Rezone to M-1 Intense
Commercial/Light Industrial District

0 250 500 1,000
Feet



Legend

- Decatur Roads
-  subject site
-  Decatur Parcel data
-  Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 5285 East Maryland Street

GENERAL INFORMATION

Hearing Date December 3, 2015
Calendar No. 15-57
Property Location 5285 East Maryland Street
Requested Action Rezoning from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District
Petitioner B & R Development, LLP
Representative Robert M. Cox

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Single Family Residence	R-1	Retail
North	ROW/RR	ROW/RR	ROW/RR
South	Undeveloped	R-6	Retail
East	Single Family Residence/Church	Long Creek	Residential-Low Density
West	Commercial/Undeveloped	M-1/Macon County M-1	Retail

BACKGROUND

1. The subject site is approximately 7.39 acres and is located at 5285 East Maryland Street. The site is currently developed with a single family residential structure and two (2) accessory structures.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

STAFF ANALYSIS

1. The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the west and R-6 Multiple Dwelling to the south. The Village of Long Creek is to the east and there is City ROW, State ROW and Railroad ROW to the north. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The permitted land uses in the M-1 District are compatible with the land uses to the west, north and south and the zoning district to the west.

2. Although the Comprehensive Plan shows this area as retail, staff is of the opinion that uses permitted in the M-1 District will not alter the essential character of the general area.
3. If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-57 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Site Map

Excerpts from Plan Commission Minutes of December 3, 2015:

Cal. No. 15-57 Petition of B & R DEVELOPMENT, LLP to rezone property located at 5285 EAST MARYLAND STREET from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 7.39 acres and is located at 5285 East Maryland Street. The site is currently developed with a single family residential structure and two (2) accessory structures.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the west and R-6 Multiple Dwelling District to the south. The Village of Long Creek is to the east and there is City ROW, State ROW and Railroad ROW to the north. The Macon County and Decatur Comprehensive Plan shows this area as Retail. The permitted land uses in the M-1 District are compatible with the land uses to the west, north and south and the zoning district to the west.

Although the Comprehensive Plan shows this area as retail, staff is of the opinion that uses permitted in the M-1 District will not alter the essential character of the general area.

If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-57 to the City Council with a recommendation for approval is suggested.

Mr. Robert Cox, representative, was sworn in by Mrs. Poland.

Mr. Cox stated the current plan for the property is to have a two (2) lot minor subdivision with plans for having a retail business on the front lot and some type of storage units on the rear lot.

There were no questions and no objectors present.

It was moved and seconded (Smith/Myatt) to forward Calendar No. 15-57 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 12/21/2015

MEMO: No. 15-54

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Patrick Hoban, Economic Development Officer

SUBJECT: Redevelopment Agreement for Approval – Holiday Inn

SUMMARY RECOMMENDATION:

Staff recommends that the attached redevelopment agreement between the City of Decatur and Pace Hospitality LLC to redevelop the now vacant 3.55 acres at 5150 Wingate Drive be approved.

BACKGROUND:

The proposed project would involve the construction of a four story, 114 room Holiday Inn and Suites with conference space and an associated Burger Theory full-service gourmet burger restaurant on what is currently a 3.55 acre unimproved site within the northern city limits of Decatur. The project would represent an investment of more than \$9 million with construction to provide 65 local construction jobs and begin in the first quarter of 2016. The construction period is expected to take 9-15 months and the hotel is expected to support fifty full-time equivalent employees once it opens.

The Redevelopment agreement if approved would include sharing 50% of the Hotel Use Tax received by the City for 5 years. As we have discussed, Staff is being aggressive in our recruitment of retail business to the City of Decatur with this proposal being representative of those efforts. We believe that this project will strengthen Decatur's current share of the hotel cluster north of I72 and attract more restaurants and additional retail to the area.

Pace Hospitality is an arm of Sunrise Hospitality Inc., a 37-year old hotel development company with a portfolio of more than 35 hotels in Illinois, Indiana, Ohio and Michigan. Sunrise operations include but are not limited to the Hilton, Marriott, Holiday Inn and Holiday Inn Express, Candlewood Suites and Country Inn and Suites brands. The company's hotel products include full-service, all-suite, extended stay and limited service operations.

STAFF REFERENCE: Additional questions can be forwarded to Tim Gleason at 217-424-2801 (tgleason@decaturil.gov), Billy Tyus at 217-424-2727 (btyus@decaturil.gov) or Patrick Hoban at 217-424-2778 (phoban@decaturil.gov)

BUDGET/TIME IMPLICATIONS: All reimbursements will be made based on incremental hotel motel taxes generated to the City of Decatur.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	12/17/2015 - 12:18 PM

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING REDEVELOPMENT AGREEMENT
PACE HOSPITALITY, LLC**

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

Section 1. That the Redevelopment Agreement presented to the City Council herewith between the City of Decatur and Pace Hospitality, LLC, regarding the redevelopment of the Holiday Inn located at 5150 Wingate Drive and legally described on said agreement 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 Redevelopment Agreement on behalf of the City.

PRESENTED and ADOPTED this 21st day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR/PACE HOSPITALITY LLC
REDEVELOPMENT AGREEMENT**

TABLE OF CONTENTS

Contents	<u>Page</u>
REDEVELOPMENT AGREEMENT.....	1
RECITALS	4
ARTICLE I: DEFINITIONS	5
ARTICLE II: DEVELOPMENT OF THE PROJECT	6
2.1 Development of the Project.....	6
2.2 Changes in Plans	6
2.3 Final Site Plan.	6
2.4 Construction Plans.	6
2.5 Amended Construction Plans.	6
2.6 Commencement and Completion Requirements.	7
2.6.1 Commencement.....	7
2.6.2 Completion.....	7
2.7 Certificate of Completion.....	7
2.8 Form of Certification.....	7
2.9 Quality of Construction and Conformance to Federal, State and Local Requirements.	7
2.10 Utilities.....	7
2.11 Insurance.	7
2.11.1 Liability Insurance Prior to Completion.....	8
2.11.2 Builder's Risk Prior to Completion.....	8
2.12 Lien Waivers.	8
2.13 Rights of Inspection.	8
ARTICLE III: CITY OBLIGATIONS.....	8
3.1 Public Investment.	8
3.2 Zoning.	8
3.3 Easements.....	9
ARTICLE IV: PUBLIC INVESTMENT.....	9
4.1 Public Investment.	9
4.2 Adjustment of Public Investment.....	9
ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS.....	9
5.1 Conditions Precedent to Transaction.....	9
ARTICLE VI: OPERATION OF THE PROJECT	10
6.1 Operation and Maintenance of the Project.	10

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS.....	10
7.1 Project Subject to Redevelopment Agreement.	10
7.2 Non-discrimination.	10
7.3 Property Taxes.	10
7.4 Duration of Covenants.	11
7.5 Covenants Running with the Land.	11
7.6 Covenants Binding for the Benefit of City.	11
7.7 Forms of Covenants and Restrictions.	12
ARTICLE VIII: INDEMNIFICATION	12
8.1 Redeveloper Indemnification of the City.....	12
8.2 City Indemnification of the Redeveloper.....	13
ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	13
9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.....	13
9.1.1 Prohibitions.	13
9.1.2 Conditions for Approval.....	13
9.2 Transfer of Project After Completion of Construction.....	15
9.3 Status of Assignee.	15
9.4 Assignment to Affiliated Entity.	15
9.5 No Release of Redeveloper.....	15
ARTICLE X: DEFAULT AND REMEDIES	16
10.1 Events of Default.....	16
10.1.1 Misrepresentation.	16
10.1.2 Breach.	16
10.2 Remedies Upon Default.....	16
ARTICLE XI: TERMINATION OF AGREEMENT	16
11.1 Termination by the City.....	16
11.2 Termination by the Redeveloper.....	16
ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY	17
12.1 Nondiscrimination.	17
12.2 Advertising.	17
ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER.....	17
13.1 Organization.....	17
13.2 Authorization.	17

TABLE OF CONTENTS

	<u>Page</u>
13.3 Non-Conflict or Breach.....	17
13.4 Pending Lawsuits.....	17
13.5 Location of Project.	17
13.6 Conformance with Requirements.	18
ARTICLE XIV: REPRESENTATIONS OF THE CITY	18
14.1 Organization and Authorization.	18
14.2 Non-Conflict or Breach.....	18
14.3 Pending Lawsuits.....	18
ARTICLE XV: MISCELLANEOUS	18
15.1 Authorized Representatives.....	18
15.1.1 Redeveloper.....	18
15.1.2 City.....	18
15.2 Limited Liability to Others.	18
15.3 Binding Upon Successors in Interest.....	19
15.4 Titles of Paragraphs.	19
15.5 Notices.....	19
15.7 Severability.....	19
15.8 Memorandum of Agreement.	20
15.9 Further Assistance and Corrective Instruments.....	20
15.10 No Joint Venture, Agency, or Partnership Created.	20
ARTICLE XVI: TERMS OF THE AGREEMENT	20
CITY OF DECATUR/PACE HOSPITALITY LLC	22
REDEVELOPMENT AGREEMENT.....	22
MEMORANDUM OF AGREEMENT	30

THIS CITY OF DECATUR/ PACE HOSPITALITY LLC REDEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the __ day of _____, 2015, by and between the City of Decatur, Illinois, a home rule municipal corporation, (hereinafter referred to as the "City") and PACE HOSPITALITY LLC an Illinois Limited Liability Company (hereinafter referred to as the "Redeveloper").

RECITALS

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of Premises and is authorized and empowered to enter into agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and

WHEREAS, there exists certain property more fully described on Exhibit 1 attached hereto and by reference made a part hereof that is currently vacant and has remained less than significantly occupied and/or underutilized for a period in excess of one (1) year; and

WHEREAS, the Redeveloper wishes to substantially redevelop and improve the Development Area more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"); thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serve to further maintain the development of adjacent areas, and the City is willing to enter into an agreement with the Redeveloper to assure that said redevelopment and improvements occur; and

WHEREAS, the Redeveloper has requested that incentives related to the Project be provided by the City from the resulting hotel/motel tax revenues derived solely from the operations of an Holiday Inn & Suites located in the Project; and

WHEREAS, the City has the authority to pay and/or reimburse the Redeveloper for Eligible Redevelopment Project Costs; and

WHEREAS, the construction cost of the Project (including land acquisition and soft costs) is estimated to be \$9,503,330 as more fully shown on Exhibit 2 attached hereto and made a part hereof; and

WHEREAS, the City has determined that the Redevelopment Project requires the incentives requested as set forth in Exhibit 2 and that the Redevelopment Project will promote the health, safety and welfare of the City and its citizens, strengthen the commercial sector of the City by attracting private investment to prevent blight and deterioration, enhance the tax base of the City and provide employment and generally to enhance the economy of the City and is made and entered into in the best interest of the City.

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

ARTICLE I: DEFINITIONS

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

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

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

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

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

"Project" means the hotel and related facilities to be developed and constructed by the Redeveloper as more fully on described on Exhibit 1 attached hereto and made a part hereof.

"Project Revenues" means for a calendar year an amount equal to the 6% Hotel Use Tax in effect when this agreement was executed, and that has been collected by the City of Decatur in that year from the operations of a Holiday Inn on the project site more fully described on Exhibit 1. Project revenues shall not include incremental increases in Hotel Use Tax receipts realized as a result of increase(s) in the Hotel Use Tax rate above 6%.

"Project Site" means the real property to be utilized for the Project as more fully shown on Exhibit 1 attached hereto and made a part hereof.

"Public Investment" means the rebate of Hotel Use Tax Increment actually received by the City in the manner provided in Article IV of this Agreement.

"Redevelopment Area" means 5150 Wingate Drive, Decatur IL 62526

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

ARTICLE II: DEVELOPMENT OF THE PROJECT

2.1 Development of the Project.

The Redeveloper will utilize its best efforts to develop the Project in a manner that is compatible with this Agreement and Applicable Law.

2.2 Changes in Plans.

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

2.3 Final Site Plan.

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

2.4 Construction Plans.

The Redeveloper shall submit to the City no later than forty-five (45) days prior to the commencement of construction the construction plans for each Phase of the Project (the "Construction Plans"). The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.

2.5 Amended Construction Plans.

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

2.6 Commencement and Completion Requirements.

2.6.1 Commencement.

The Redeveloper shall commence construction of the Project in accordance with the redeveloper's approved plans within (90) ninety days after execution of this agreement.

2.6.2 Completion.

The Redeveloper shall Substantially Complete construction of the Project and open for business a hotel under the name "Holiday Inn" within (18) eighteen months after closing.

2.7 Certificate of Completion.

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

2.8 Form of Certification.

If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement describing in adequate detail applicable sections of the appropriate building, zoning or municipal codes or requirements that have not been met in accordance with the provisions of this Agreement, or is otherwise in default. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.8 and this Section 2.9.

2.9 Quality of Construction and Conformance to Federal, State and Local Requirements.

All work with respect to the Project shall conform to Applicable Law including, but not limited to, design standards, environmental codes and life safety codes. The Redeveloper shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and the Final Site Plan. If the Project is constructed in compliance with the Construction Plans as approved pursuant to Section 2.5 above, it will be deemed to be in conformance with Building Codes of the City.

2.10 Utilities.

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

2.11 Insurance.

2.11.1 Liability Insurance Prior to Completion.

Prior to commencement of construction of the Project, the Redeveloper shall procure and deliver to the City, at the Redeveloper's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Five Million (\$5,000,000) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.11.2 Builder's Risk Prior to Completion.

During the construction of the Project as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by companies reasonably satisfactory to the City, and shall name the City as a additional insured. All such policies shall contain a provision that the same will not be cancelled or modified without a thirty (30) day written notice to the City.

2.12 Lien Waivers.

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

2.13 Rights of Inspection.

During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

ARTICLE III: CITY OBLIGATIONS

3.1 Public Investment.

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

3.2 Zoning.

The Project currently has a zoning classification which will permit the use of the Project as intended by this Agreement.

3.3 Easements.

The City agrees to grant such temporary easements to the Redeveloper as deemed necessary by the City for the construction and completion of the Project

ARTICLE IV: PUBLIC INVESTMENT

4.1 Public Investment.

The City will provide a reimbursement for Project Costs to be paid from Project Revenues for each calendar year received by the City from the Project and the Project Site as set forth below:

(A) Commencing in the year following the year in which the redeveloper shall open an Holiday Inn on the project site and continuing for five (5) years after redeveloper opens such business on the property, the Redeveloper shall receive an amount equal to 50 Percent of the Project Revenues actually received by the City. Payments shall be made every four months commencing on March 15 of the year following the year in which the redeveloper shall open an Holiday Inn on the project site.

(B) The obligation for the annual reimbursement of Project Costs shall terminate five (5) years after redeveloper opens an Holiday Inn for business with total payments based upon 60 consecutive months of hotel sales activity calculated from date of opening. If Redeveloper does not open for business a hotel under the name "Holiday Inn" on the Project Site by (18) eighteen months after the execution of this agreement on the Project Site more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"), then this agreement shall be terminated.

4.2 Adjustment of Public Investment.

Upon completion of the Project, the Redeveloper shall submit to the City a Final Project Cost Analysis of all costs connected with the construction of such building.

ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

5.1 Conditions Precedent to Transaction.

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

- (a) **Insurance.** Proof that the policies of insurance of the types and coverages specified in Section 2.11 hereof have been obtained and are in force with regard to that phase.
- (b) **Plans.** Approval of the Plans and construction plans for the pursuant to Article II hereof.
- (c) **Construction Contracts.** Executed construction contracts covering the construction of the Project.

- (d) **Declaration of Covenants, Uses and Restrictions.** Declarations of Covenants, Uses and Restrictions in the form attached hereto as Exhibit 3 executed by the Redeveloper
- (e) **Project Financing.** Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project as evidenced by one or more of the following
 1. A corporate debenture rating of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investor Service, Inc.;
 2. A letter from a financial institution with assets of \$10,000 or more attesting to the financial strength of the developer; or
 3. Specific evidence of equity financing for not less than 10% of the total project cost.
- (f) **Approvals.** A certificate by an authorized officer of the Redeveloper that all of the approvals necessary to proceed with the Project as intended herein have been obtained including the approval of this Agreement.

ARTICLE VI: OPERATION OF THE PROJECT

6.1 Operation and Maintenance of the Project.

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

ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS

7.1 Project Subject to Redevelopment Agreement.

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

7.2 Non-discrimination.

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

7.3 Property Taxes.

Redeveloper acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Project Site. The Redeveloper covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Project Site, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Project Site, or a portion thereof, the City, no less than sixty (60) days after written notice to the Redeveloper, shall be entitled to rescind the grant of benefits by the City to the Redeveloper pursuant to this Agreement and after such

rescission the Redeveloper shall promptly reimburse the City for the cost of all the benefits granted by the City to the Redeveloper pursuant to this Agreement that have theretofore been received by the Redeveloper. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Redeveloper, the Redeveloper takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Redeveloper shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof nor shall the Redeveloper be penalized for contesting said assessment, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of real property taxes; provided, however, that the Redeveloper covenants and agrees that nothing contained herein shall relieve the Redeveloper from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes. This Section 7.3 shall be an obligation of the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) only during the period that the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) owns a direct or indirect interest in the Project or Project Site or any portion thereof.

7.4 Duration of Covenants.

It is intended and agreed that the covenants provided in Sections 7.1 and 7.3 of this Agreement shall remain in effect until the termination of the redevelopment plan; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.

7.5 Covenants Running with the Land.

Subject to Section 7.4, it is intended and agreed that the covenants set forth in Sections 7.1 and 7.3 above shall be covenants running with the land and Sections 7.1 and 7.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City. Provided, however, this Agreement is not intended to create any obligations for a bona fide purchaser of a condominium unit beyond the ownership of that unit.

7.6 Covenants Binding for the Benefit of City.

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

7.7 Forms of Covenants and Restrictions.

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

ARTICLE VIII: INDEMNIFICATION

8.1 Redeveloper Indemnification of the City.

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

8.2 City Indemnification of the Redeveloper.

To the extent not prohibited by law, the City, so long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Redeveloper and its directors, officers, employees and agents from any and all claims, damages, costs, and expenses, caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Redeveloper harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Redeveloper harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Redeveloper, its officials, agents, or employees.

ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.

The Redeveloper represents and agrees that prior to the Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof) the following prohibitions and restrictions shall apply to the transfer of the Project:

9.1.1 Prohibitions.

Except only by way of security for a mortgage, deed of trust or other facility only for the purpose of obtaining equity or debt financing necessary to enable the Redeveloper to construct the Project, the Redeveloper has not made or created, and will not, prior to the Substantial Completion of construction of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements without the prior written approval of the City.

9.1.2 Conditions for Approval.

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

- (a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this

Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).

- (b)** Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.
- (c)** There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.
- (d)** The Redeveloper and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of this Agreement.
- (e)** The consideration payable for the transfer or assignment by the transferee or assignee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Project (or allocable part) and the purpose of this provision is to preclude assignment of this Agreement or transfer of the Project or the Project Site (or any parts thereof) for pecuniary gain or profit prior to Substantial Completion of the Project and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the purchase price of the Project Site to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this Section 9.1.2(e) and such consideration shall, to the extent it is in excess of the amount so

authorized, belong to and forthwith be paid to the City at the same time as or prior to the transfer.

9.2 Transfer of Project After Completion of Construction.

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

9.3 Status of Assignee.

Any assignee of the Redeveloper prior to Substantial Completion, who is approved under the terms of 9.1 above, shall be considered the "Redeveloper" for all purposes of this Agreement as to such portion of the Project that has been assigned.

9.4 Assignment to Affiliated Entity.

Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided that such entity has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement (though the City may not require any more financial capacity than that possessed by the Redeveloper on the date hereof) and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 9.1.2(a) through (d) of this Agreement.

9.5 No Release of Redeveloper.

Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE X: DEFAULT AND REMEDIES

10.1 Events of Default.

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

10.1.1 Misrepresentation.

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

10.1.2 Breach.

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

10.2 Remedies Upon Default.

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

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

ARTICLE XI: TERMINATION OF AGREEMENT

11.1 Termination by the City.

The City has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the Redeveloper as required under Section 15.2 of this Agreement, if any Event of Default by the Redeveloper is not cured within the time frame set forth in Article X above.

11.2 Termination by the Redeveloper.

The Redeveloper has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the City as required under Section 15.2 of this Agreement if any Event of Default by the City is not cured within the time frame set forth in Article X above.

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY

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

12.1 Nondiscrimination.

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

12.2 Advertising.

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

ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER

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

13.1 Organization.

The Redeveloper is an Illinois Limited Liability Company and is in good standing with the State of Illinois.

13.2 Authorization.

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

13.3 Non-Conflict or Breach.

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

13.4 Pending Lawsuits.

To the knowledge of the Redeveloper, there are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.

13.5 Location of Project.

The Project will be located within the Project Site.

13.6 Conformance with Requirements.

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

ARTICLE XIV: REPRESENTATIONS OF THE CITY

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

14.1 Organization and Authorization.

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

14.2 Non-Conflict or Breach.

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

14.3 Pending Lawsuits.

To the knowledge of the City, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XV: MISCELLANEOUS

15.1 Authorized Representatives.

15.1.1 Redeveloper.

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

15.1.2 City.

By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

15.2 Limited Liability to Others.

Except as otherwise expressly provided herein, the City shall not be obligated to make any payments to any person other than the Redeveloper (and its permitted assignees), nor shall the City be obligated to pay any contractor, subcontractor, mechanic, materialman providing services or materials to the Redeveloper for or in respect of the Development Project.

15.3 Binding Upon Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

15.4 Titles of Paragraphs.

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

15.5 Notices.

All notices, requests, consents, approvals, demands or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as the date of actual service, if personally served, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

the City:

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

with copies to:

Assistant City Manager
for Development Services
One Gary K. Anderson Plaza
Decatur, IL 62523

and to:

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

the Redeveloper:

PB Pattel
PACE HOSPITALITY LLC
310 Eastgate Dr
Danville, IL 61834

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

15.7 Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

15.8 Memorandum of Agreement.

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

15.9 Further Assistance and Corrective Instruments.

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

15.10 No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the City and/or the Redeveloper under this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or employee of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

ARTICLE XVI: TERMS OF THE AGREEMENT

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

16.2 Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

16.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

16.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

16.5 The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party, regardless of which is the drafter.

16.6 All headings contained in this Agreement are for convenience of reference only and shall not be interpreted to expand or limit any provision hereof.

16.7 Each of the above said parties represents and warrants that each of the above said parties has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

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

CITY OF DECATUR
an Illinois municipal corporation

PACE HOSPITALITY LLC a IL Limited
Corporation

By: _____
Julie Moore Wolfe
Mayor of Decatur

By: _____
PB Pattel
Managing Member

Attest:

By: _____
Debra Bright
City Clerk

**CITY OF DECATUR/PACE HOSPITALITY LLC
REDEVELOPMENT AGREEMENT**

EXHIBITS

1. Project Description
2. Project Costs
3. Declaration of Covenants, Uses and Restrictions
4. Memorandum of Agreement

EXHIBIT 1

PROJECT DESCRIPTION

A. GENERAL NARRATIVE DESCRIPTION OF REDEVELOPMENT PROJECT: At 5150 Wingate Dr Developer will construct at its expense a new 4 story Holiday Inn Hotel. The subject property is 3.55 acres and is currently unimproved.

B. LEGAL DESCRIPTION: Lot Four (4) of Hickory Point Square Second Addition, As Per Plat Recorded in Book 1832, Page 711 of the Records in Recorder's Office of Macon County Illinois, Situated in Macon County, Illinois

Tax I.D.: 07-07-23-301-021

EXHIBIT 2

A. PROJECT COSTS

Land Acquisition	\$750,000
New Construction	\$7,262,750
Furniture, Fixtures, Equipment & Misc	\$1,490,800
TOTAL PROJECT COSTS	\$9,503,550

B. INCENTIVES

The City will provide a reimbursement for Project Costs to be paid from Project Revenues for each calendar year received by the City from the Project and the Project Site as set forth below:

(A) Commencing in the year following the year in which the redeveloper shall open a Holiday Inn on the project site and continuing for five (5) years after redeveloper opens such business on the property, the Redeveloper shall receive an amount equal to 50 Percent of the Project Revenues actually received by the City. Payments shall be made every four months commencing on March 15 of the year following the year in which the redeveloper shall open a Holiday Inn on the project site.

(B) The obligation for the annual reimbursement of Project Costs shall terminate five (5) years after redeveloper opens a Holiday Inn for business with total payments based upon 60 consecutive months of hotel sales activity calculated from date of opening. If Redeveloper does not open for business a hotel under the name "Holiday Inn" on the Project Site by (15) fifteen months after the execution of this agreement on the Project Site more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"), then this agreement shall be terminated.

Exhibit 3

Prepared By:

Billy Tyus
Assistant City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

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

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

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

The Declarant has entered into the City of Decatur/Pace Hospitality LLC Redevelopment Agreement (the "Agreement") dated as of _____, 2015, with the City of Decatur (the "City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement.
2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part thereof.
3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of

Exhibit 3

general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Decatur. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Decatur fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

GENERAL PROVISIONS

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

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

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

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

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

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

PACE HOSPITALITY LLC

Illinois Corporation

By: _____

Print Name: _____

Title: _____

Exhibit 3

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

Exhibit 3
EXHIBIT A

Project Site

Lot Four (4) of Hickory Point Square Second Addition, As Per Plat Recorded in Book 1832, Page 711 of the Records in Recorder's Office of Macon County Illinois, Situated in Macon County, Illinois
Tax I.D.: 07-07-23-301-021

Exhibit 4

Prepared By:

Billy Tyus
Assistant City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

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

MEMORANDUM OF AGREEMENT

SUNRISE HOSPITALITY (the "Redeveloper") and the City of Decatur (the "City") have entered into a City of Decatur/ PACE HOSPITALITY LLC Redevelopment Agreement dated as of _____, 2015 (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: _____, 2015

CITY OF DECATUR
an Illinois municipal corporation

By: _____
Its City Manager

Attest:

By: _____
Its City Clerk

PACE HOSPITALITY LLC Illinois Corporation
By: _____

Print Name: P B
Patel _____

Title: _____

Attest:
By: _____

Print Name: _____

Title: _____

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

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

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

Exhibit 4
EXHIBIT A

Project Site

Lot Four (4) of Hickory Point Square Second Addition, As Per Plat Recorded in Book 1832, Page 711 of the Records in Recorder's Office of Macon County Illinois, Situated in Macon County, Illinois
Tax I.D.: 07-07-23-301-021

Development Services

DATE: 12/21/2015

MEMO: No. 15-55

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Patrick Hoban, Economic Development Officer

SUBJECT: Receive and File Redevelopment Agreement – FirsTech

SUMMARY RECOMMENDATION:

Staff recommends that the attached redevelopment agreement between the City of Decatur and FirsTech, Inc. to redevelop the 5 parcels South of Central Park be received and placed on file. The agreement is scheduled for final action at the January 19th, 2016 City Council meeting.

BACKGROUND:

Developer will remodel at its own expense the office buildings South of Central Park. The subject properties are 130 N Water, 253-265 South Park & 254 E Main.

The proposed project will involve the demolition of the old drive through and buildings on E Main, interior and exterior remodel of the buildings on S Park and the construction of a new drive through at Busey Bank representing an investment of more than \$3,350,000 million. It is expected that the construction of this facility will begin in the first quarter of 2016. The project is expected to retain thirty five full-time equivalent employees. We believe that this project will be a great addition to the Downtown's redevelopment and retain benefits to retailers and restaurants in the area.

FirsTech Inc. is managed by Howard Mooney and affiliated with Busey Bank.

As Council has requested Staff is being aggressive in our Incentive Packages to increase Development in Decatur. We believe this project will strengthen Decatur's Downtown economy and further the beautification council started with our \$14,000,000 Streetscape Project.

STAFF REFERENCE: Additional questions can be forwarded to Tim Gleason at 217-424-2801 (tgleason@decaturil.gov), Billy Tyus at 217-424-2727 (btyus@decaturil.gov) or Patrick Hoban at 217-424-2778 (phoban@decaturil.gov)

BUDGET/TIME IMPLICATIONS: All reimbursements will be made based on incremental property taxes generated to the City of Decatur. 5 years of graduated Property tax abatement is also pending via the Enterprise Zone program.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	12/21/2015 - 5:33 PM

RESOLUTION NO. R_____

**RESOLUTION RECEIVING AND FILING
PROPOSED REDEVELOPMENT AGREEMENT
FIRSTECH, INC.**

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

Section 1. That the Proposed Redevelopment Agreement presented to the City Council herewith between the City of Decatur and FirsTech, Inc., regarding the redevelopment of 130 North Water Street, 253 – 265 South Park Street and 254 East Main Street and legally described on said Agreement, be, and the same is hereby, received and placed on file.

Section 2. That the Clerk be, and she is hereby, authorized and directed until further order of the City Council, to place and keep said Proposed Redevelopment 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 and ADOPTED this 21st day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CITY OF DECATUR/FirsTech
REDEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
ARTICLE I: DEFINITIONS	2
ARTICLE II: DEVELOPMENT OF THE PROJECT	4
2.1 Development of the Project	4
2.2 Progress Reports	4
2.3 Preliminary Plans	4
2.4 Approval of Preliminary Plans by City	4
2.5 Final Site Plan	4
2.6 Construction Plans	4
2.7 Amended Construction Plans	5
2.8 Commencement and Completion Requirements	5
2.8.1 Commencement.....	5
2.8.2 Completion.....	5
2.9 Certificate of Completion	5
2.10 Form of Certification	5
2.11 Quality of Construction and Conformance to Federal, State and Local Requirements	6
2.12 Utilities	6
2.13 Insurance	6
2.13.1 Liability Insurance Prior to Completion.....	6
2.13.2 Builder's Risk Prior to Completion.....	7
2.14 Lien Waivers	7
2.15 Rights of Inspection	7
ARTICLE III: CITY OBLIGATIONS	7
3.1 Public Investment	7
3.2 Easements	7
ARTICLE IV: PUBLIC INVESTMENT	7
4.1 Public Investment	7
ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS	8
5.1 Conditions Precedent to Transaction	8
5.2 Conditions Precedent to Public Investment	Error! Bookmark not defined.
ARTICLE VI: OPERATION OF THE PROJECT	8
6.1 Operation and Maintenance of the Project	8
ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS	8
7.1 Project Subject to Redevelopment Plan and Agreement	8
7.2 Non-discrimination	9

TABLE OF CONTENTS

	<u>Page</u>
7.3 Property Taxes.....	9
7.4 Duration of Covenants.	9
7.5 Covenants Running with the Land.	10
7.6 Covenants Binding for the Benefit of City.	10
7.7 Forms of Covenants and Restrictions.	10
ARTICLE Viii: INDEMNIFICATION.....	10
8.1 Redeveloper Indemnification of the City.....	10
8.2 City Indemnification of the Redeveloper.....	11
ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	11
9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.....	12
9.1.1 Prohibitions.....	12
9.1.2 Conditions for Approval.	12
9.2 Transfer of Project After Completion of Construction.....	13
9.3 Status of Assignee.	14
9.4 Assignment to Affiliated Entity.	14
9.5 No Release of Redeveloper.....	14
ARTICLE X: DEFAULT AND REMEDIES	14
10.1 Events of Default.....	14
10.1.1 Misrepresentation.	14
10.1.2 Breach.....	14
10.2 Remedies Upon Default.....	14
10.3 Other Rights and Remedies of City and Redeveloper:	15
10.3.1 No Waiver by Delay.....	15
10.3.2 Rights and Remedies Cumulative.	15
10.3.3 Delay in Performance.	15
ARTICLE XI: TERMINATION OF AGREEMENT	16
11.1 Termination by the City.....	16
11.2 Termination by the Redeveloper.....	16
ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY	16
12.1 Non-Discrimination.	16
12.2 Advertising.	16
ARTICLE Xlii: REPRESENTATIONS OF THE REDEVELOPER.....	17
13.1 Organization.....	17
13.2 Authorization.	17
13.3 Non-Conflict or Breach.....	17

TABLE OF CONTENTS

	<u>Page</u>
13.4 Pending Lawsuits.....	17
13.5 Location of Project.	17
13.6 Conformance with Requirements.	17
ARTICLE XIV: REPRESENTATIONS OF THE CITY.....	17
14.1 Organization and Authorization.	17
14.2 Non-Conflict or Breach.	17
14.3 Pending Lawsuits.....	17
ARTICLE XV: MISCELLANEOUS	18
15.1 Authorized Representatives.	18
15.1.1 Redeveloper.....	18
15.1.2 City.....	18
15.2 Entire Agreement.	18
15.3 Binding Upon Successors in Interest.....	18
15.4 Titles of Paragraphs.	18
15.5 Notices.....	19
15.6 Severability.....	19
15.7 Memorandum of Agreement.	19
15.8 Further Assistance and Corrective instruments.	19
EXHIBITS.....	20
Exhibit 1 - Project Narrative and Project Site	21
Exhibit 2 - Project Costs.....	22
Exhibit 3 - Tax Increment Eligible Project Costs	23
Exhibit 4 - DECLARATION OF COVENANTS, USES AND RESTRICTIONS	24
Exhibit 5 - MEMORANDUM OF AGREEMENT	29

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of January, 2016, between the City of Decatur, Illinois, a municipal corporation (hereinafter referred to as the "City"), FirsTech, Inc., an Illinois corporation (hereinafter referred to as "FirsTech") and Busey Bank, an Illinois banking corporation (hereinafter referred to as "Busy Bank") and together with FirsTech, the "Redeveloper").

RECITALS

WHEREAS, the City has by a series of ordinances (as supplemented and amended, the "TIF Ordinances") undertaken a program and plan of redevelopment of a designated area in the City by the adoption of Tax Increment Financing ("TIF") and the adoption, approval and designation of the "Olde Towne Redevelopment Plan of the City of Decatur, Illinois" (the "Redevelopment Plan"), Redevelopment Project Area (the "Redevelopment Area") and Redevelopment Project (the "Redevelopment Project"), all pursuant to the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq. (as supplemented and amended, the "Act"); and

WHEREAS, the City has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of property, thereby increasing the tax base of the City and reducing unemployment; and

WHEREAS, pursuant to and in furtherance of the Redevelopment Plan, the Redeveloper proposes to develop certain property within the Redevelopment Area (the "Project Site") as described in EXHIBIT 1, attached hereto and by reference made a part hereof; and

WHEREAS, the Redeveloper's proposed private development ("Private Development") project is consistent with the land uses and the Redevelopment Plan and is located on the Project Site, wholly within the Redevelopment Area; and

WHEREAS, the Redeveloper has requested that incentives related to the Private Development be provided by the City from incremental property taxes under Section 11-74.4-8 of the Act derived solely from the Project (the "Incremental Taxes"), which incentives are consistent with those of the Redevelopment Plan, and are set forth in EXHIBIT 3; and

WHEREAS, in order to eliminate the blighting conditions within the Project Area, to help arrest and prevent blighting conditions outside the Project Site in the Redevelopment Area, to enhance the quality of life in the City, to provide an economic stimulus to the area of the City within which the Project Site is located in order to attract other private development which will enhance the tax base of the City and to further the objectives of the Redevelopment Plan, the City pursuant to its Home Rule Powers under Article 7 of the Constitution of the State of Illinois and the powers granted to the City pursuant to the Act, and Section 8-11-20 intends to provide to the Redeveloper Public Investment to help alleviate certain private costs of the Redeveloper in the form of reimbursement for certain eligible project costs for the renovation of office space and bank drive up facilities as described in EXHIBIT 3; and

WHEREAS, the construction cost of the Project (including renovation and soft costs) is estimated to be Three Million, Three Hundred Fifty Thousand Dollars (\$3,350,000) as more fully shown on EXHIBIT 2 attached hereto and made a part hereof; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Redeveloper would not undertake the Project in the City but would do so in another community; and

WHEREAS, consistent with the Redevelopment Plan and Redevelopment Area the City has the authority under the Act to incur specified redevelopment project costs (as defined in the Act, "Eligible Redevelopment Project Costs") and to pay and/or reimburse the Redeveloper for such Eligible Redevelopment Project Costs; and

WHEREAS, the City has determined that the Project requires the incentives requested as set forth in EXHIBIT 3 and that the Project will as a part of the Redevelopment Plan and Redevelopment Project, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to provide employment and generally to enhance the economy of the City.

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

ARTICLE I: DEFINITIONS. Certain terms used in this Agreement including any exhibits, amendments or addenda thereto shall have the following meanings unless their content or use clearly indicates otherwise:

"**Act**" means the *Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq* as it may be amended from time to time.

"**Agreement**" means this City of Decatur/FirsTech Redevelopment Agreement, complete with all schedules and exhibits attached hereto, as it may be amended or supplemented from time to time.

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

"**Completion of Construction**" means complete construction, except for minor and ancillary alterations or additional work, so as to be available for the issuance of a certificate of occupancy pursuant to codes of the City.

"**Construction Plans**" mean construction documents that are complete for construction of the Project or any separate and distinct functional phase or part thereof and which will allow for the issuance of all Permits for the construction of the Project or any phase or part thereof required by all governmental agencies having jurisdiction over the construction of the Project.

"**Exterior Architectural Appearance**" means the architectural character, general composition and general arrangements of the exterior of the Project, and the adjacent plazas and pedestrian areas, including the kind, color and texture of the building material and the

type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from public streets and thoroughfares.

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

"Governmental Authority" means any agency, authority, board, branch, division, department or similar unit of any Federal, state, county or municipal or other governmental entity having jurisdiction over or validly imposing requirements on the City, the Redeveloper or the Project Site.

"Initial Plans" means the initial plans for the Project on file with the City, which plans show the conceptual layout of the Project on the Project Site including anticipated areas of ingress and egress, parking, driveways the relationship to other real property adjacent to the Project Site.

"Permits" means all licenses, approvals, permits, variances, authorizations, entitlements, registrations, and the like required by any Governmental Authority.

"Preliminary Plans" means plans and drawings, including a Preliminary Site Plan that are preliminary to the Construction Plans, which plans and drawings include but are not limited to the limits of the work to be done, the location of buildings and all auxiliary structures, ingress and egress, loading areas, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project if the Exterior Architectural Appearance of the Project has not been submitted as part of the Initial Plans.

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

"Project" means the renovated office and bank drive up and related facilities to be developed and constructed by the Redeveloper as more fully on described on EXHIBIT 1 attached hereto and made a part hereof.

"Public Investment" means the Real Estate Tax Increment in the manner provided in Article IV of this Agreement.

"Real Estate Tax Increment" means the *ad valorem* real property taxes levied and received by the City on the Equalized Assessed Value of the Project, the Project Site and any other structures or buildings on the Project Site less the Initial Equalized Assessed Value (as defined in the Act) for the Project Site as determined pursuant to the Act, which Initial Equalized Assessed Value equals \$ 686,920.00

"Redevelopment Area" means the City of Decatur/Olde Town TIF Redevelopment Project Area as adopted by the City in 2000.

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

ARTICLE II: DEVELOPMENT OF THE PROJECT

- 2.1 Development of the Project.** The Redeveloper will utilize its best efforts to develop the Project in a manner that is compatible with the Redevelopment Plan and Applicable Law.
- 2.2 Progress Reports.** During the development process, the Redeveloper shall submit monthly reports to the City commencing on the first day of July, 2016, and on the first day of each month thereafter until Substantial Completion of the Project, which reports will provide the City with information concerning costs of the Project, design of the Project and other matters relevant to the development and construction of the Project.
- 2.3 Preliminary Plans.** The Redeveloper, within Thirty (30) days of the date of this Agreement, shall submit to the City the Preliminary Plans for the Project. The City shall review the Preliminary Plans for conformance with the Redevelopment Plan, the Initial Plans, this Agreement and Applicable Law.
- 2.4 Approval of Preliminary Plans by City.** The City's approval or disapproval of the Preliminary Plans must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. If the City does not approve or disapprove said plans within thirty (30) days after receipt, they shall be deemed approved. If disapproved, the Redeveloper shall, within twenty (20) days from the date of disapproval, resubmit revised plans which the City shall review within twenty-one (21) days. This process shall repeat until the plans are approved by the City. In reviewing said plans, the City will take into account the normal and customary costs of developing and constructing projects of this type. Any request for change in the Preliminary Plans by the City shall not cause an unreasonable increase in the costs of the Project. The City will not unreasonably withhold its approval.
- 2.5 Final Site Plan.** By no later than the submission of the Construction Plans, the Redeveloper shall submit to the City a Final Site Plan. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, the Redevelopment Plan, this Agreement and Applicable Law.
- 2.6 Construction Plans.** The Redeveloper shall submit to the City no later than thirty (30) days prior to the commencement of construction, the Construction Plans. The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans, after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve

or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.

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

2.8 Commencement and Completion Requirements.

2.8.1 Commencement. The Redeveloper shall commence construction of the Project no later than March 1, 2016.

2.8.2 Completion. The Redeveloper shall Substantially Complete construction of the Project within eighteen (18) months after commencement of construction or other mutually agreeable date.

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

2.10 Form of Certification. The certification provided for in Section 2.9 shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Macon County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in which respects the Redeveloper has failed to Substantially Complete construction of the Project in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or steps will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.9 and this Section 2.10.

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

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

2.13 Insurance.

2.13.1 Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Five Million (\$5,000,000) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as coinsureds and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.13.2 Builder's Risk Prior to Completion. During the construction of the Project as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by companies reasonably satisfactory to the City, and shall name the City as a coinsured. All such policies shall contain a provision that the same will not be cancelled or modified without a thirty (30) day written notice to the City.

- 2.14 Lien Waivers.** All contracts for construction of the Project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.
- 2.15 Rights of Inspection.** During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

ARTICLE III: CITY OBLIGATIONS

- 3.1 Public Investment.** The City shall provide the Public Investment pursuant to Article IV below.
- 3.2 Easements.** The City agrees to grant such temporary easements to the Redeveloper as necessary for the construction and completion of the Project.

ARTICLE IV: PUBLIC INVESTMENT

- 4.1 Public Investment.** The City will provide a reimbursement for Project Costs to be paid from Real Estate Tax Increment for each calendar year received by the City from the Project and the Project Site as set forth below. The Real Estate Tax Increment shall be utilized to reimburse the Redeveloper for those Eligible Project Costs that are set forth in Section 3 of the Act which are more fully described on EXHIBIT 3 attached hereto and made a part hereof:
- (a) Subject to reimbursement of Eligible Project Costs, commencing in the year following the year in which substantial completion of the project has occurred, and continuing for the next seven (7) years, the Redeveloper shall receive no later than October 15 of each year, an amount equal to 0, 20, 40, 60, 80, 100, and 100 Percent of the Real Estate Tax Increment for the previous calendar year actually received by the City. Provided however, that if there is a partial year assessment, the Redeveloper may elect to have said abatement/rebate commence the year following the year of the partial assessment.
- (b) In the event Decatur/Macon County Enterprise Zone #39 is not extended by the State of Illinois, Redeveloper shall be entitled to One Hundred Percent (100%) of the Real Estate Tax increment.
- (c) Notwithstanding anything else contained in this Agreement, the obligation for the annual reimbursement of Eligible Project Costs from Real Estate Tax Increment shall terminate on the earlier of: (i) seven (7) years after the commencement of such abatement/rebate or (ii) May 15, 2023.

ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

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

- (a)** Insurance. Proof that the policies of insurance of the types and coverages specified in Section 2.13 hereof have been obtained and are in force with regard to the Project.
- (b)** Plans. Approval of the Plans and construction plans for the pursuant to Article II hereof.
- (c)** Construction Contracts. Executed construction contracts covering the construction of the Project.
- (d)** Declaration of Covenants, Uses and Restrictions. Declarations of Covenants, Uses and Restrictions in the form attached hereto as EXHIBIT 4 executed by the Redeveloper covering the Project and the Project Site.
- (e)** Approvals. A certificate by the manager or authorized officer of the Redeveloper, as the case may be, that all of the approvals necessary to proceed with the Project as intended herein have been obtained including the approval of this Agreement.

ARTICLE VI: OPERATION OF THE PROJECT

- 6.1 Operation and Maintenance of the Project.** During the period that the Redeveloper is receiving Public Investment pursuant to Article IV, (a) the Redeveloper for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement and (b) the Redeveloper shall operate the Project in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS

- 7.1 Project Subject to Redevelopment Plan and Agreement.** The Redeveloper agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.
- 7.2 Non-discrimination.** The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.
- 7.3 Property Taxes.** Redeveloper acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Project Site. The Redeveloper covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Project Site, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Project Site, or a portion thereof, the City, no less than sixty (60) days after written notice to the Redeveloper, shall be entitled to rescind the grant of benefits by the City to the Redeveloper pursuant to this Agreement and after such rescission the Redeveloper shall promptly reimburse the City for the cost of all the benefits granted by the City to the Redeveloper pursuant to this Agreement that have theretofore been received by the Redeveloper. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Redeveloper, the Redeveloper takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Redeveloper shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or

collection of real property taxes, but nothing contained herein shall relieve the Redeveloper from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes.

- 7.4 Duration of Covenants.** It is intended and agreed that the covenants provided in Sections 7.1 and 7.3 of this Agreement shall remain in effect until the earlier of (i) termination of the Redevelopment Plan, or (ii) May 15, 2023 and that the covenants provided in Section 7.2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.
- 7.5 Covenants Running with the Land.** Subject to Section 7.4, it is intended and agreed that the covenants set forth in Sections 7.1, 7.2 and 7.3 above shall be covenants running with the land and Sections 7.1 and 7.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 7.2 hereof, the City, the State of Illinois and the United States of America.
- 7.6 Covenants Binding for the Benefit of City.** Subject to Section 7.4, it is also intended and agreed that the foregoing covenants set forth in Sections 7.1, 7.2 and 7.3 shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 7.4 and 7.5.
- 7.7 Forms of Covenants and Restrictions.** Certain of the covenants, uses and restrictions referred to in this Article VII shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as EXHIBIT 4, which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Redeveloper commences construction of the Project.

ARTICLE VIII: INDEMNIFICATION

- 8.1 Redeveloper Indemnification of the City.** So long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), the Redeveloper agrees to indemnify and save the City and its officers and employees harmless against all claims arising from (i) the Redeveloper's operation or management of the Project, or from any work or thing done by the Redeveloper on the Project Site, or any work or activity of the Redeveloper connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Redeveloper or any of its agents, contractors, servants or

employees; (iv) any violation by the Redeveloper of any easements, conditions restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; or (v) any violation of Applicable Law by Redeveloper or any of its agents, servants or employees. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project or Project Site or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Project Site or part thereof. Notwithstanding the foregoing, the Redeveloper shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

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

ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

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

9.1.1 Prohibitions. The Redeveloper has not made or created, and will not, prior to the Substantial Completion of construction of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements, without the prior written approval of the City. Notwithstanding the foregoing, nothing contained herein shall limit the Redeveloper's right to transfer the Project and the Project Site in connection with a merger or sale of substantially all of the assets of FirsTech, Busey Bank or First Busey Corporation.

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

- (a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).
- (b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). The fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent

specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.

- (c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.
- (d) The Redeveloper and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of the Redevelopment Plan and this Agreement.

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

- 9.3 Status of Assignee.** Any assignee of the Redeveloper prior to Substantial Completion, who is approved under the terms of 9.1 above, shall be considered the "Redeveloper" for all purposes of this Agreement as to such portion of the Project that has been assigned.
- 9.4 Assignment to Affiliated Entity.** Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided that such entity or its guarantors has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 9.1.2 (a) through (d) of this Agreement.
- 9.5 No Release of Redeveloper.** Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE X: DEFAULT AND REMEDIES

- 10.1 Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement:
- 10.1.1 Misrepresentation.** If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- 10.1.2 Breach.** Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.
- 10.2 Remedies Upon Default.** In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default. In case the City or the Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

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

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

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

10.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper with respect to the beginning and completion of the construction of the Project, shall be extended for the

period of the enforced delay. Any party seeking the benefit of the provisions of this Section shall within thirty (30) days after the beginning of any such enforced delay notify the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

- 10.4 Limitation of the Developer's Liabilities.** In the event the Project is not substantially completed as set forth herein and prior to receipt of any Tax Increment abatement or rebate, City or Redeveloper may terminate this Agreement, in which case Redeveloper shall not be entitled to any Tax Increment abatement or rebate.

ARTICLE XI: TERMINATION OF AGREEMENT

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

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER

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

- 13.1 Organization.** The Redeveloper is an Illinois corporation and is in good standing with the State of Illinois.
- 13.2 Authorization.** The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 13.3 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.
- 13.4 Pending Lawsuits.** There are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.
- 13.5 Location of Project.** The Project will be located within the Project Site.
- 13.6 Conformance with Requirements.** The Redeveloper represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE XIV: REPRESENTATIONS OF THE CITY

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

- 14.1 Organization and Authorization.** The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement. Any payments made by the City or assistance provided by the City pursuant to Article IV of this Agreement shall be authorized by the Act and all other Applicable Laws.

- 14.2 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.
- 14.3 Pending Lawsuits.** There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XV: MISCELLANEOUS

15.1 Authorized Representatives.

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

15.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

- 15.2 Entire Agreement.** The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper with respect to the subject matter hereof.
- 15.3 Binding Upon Successors in Interest.** Subject to Section 9.1 above, this Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.
- 15.4 Titles of Paragraphs.** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.
- 15.5 Notices.** Notices or demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to:

the City:

with copies to:

City Clerk
1 Gary K. Anderson Plz.
Decatur, IL 62523

Assistant City Manager for Development Services
1 Gary K. Anderson Plaza
Decatur, IL 62523

Corporation Counsel
1 Gary K. Anderson Plaza

Decatur, IL 62523

the Redeveloper:

FirstTech, Inc.
Attn: Howard Mooney
130 N. Water St.
Decatur, IL 62523

Busey Bank
Attn: Sheri Boberg
201 W. Main St.
Urbana, IL 61801

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

- 15.6 Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.
- 15.7 Memorandum of Agreement.** At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project and the Project Site in the form attached as EXHIBIT 5.
- 15.8 Further Assistance and Corrective Instruments.** The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.
- 15.9 Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving said written amendment, as provided by law, and by the execution of said written amendment by the parties or their successors in interest.
- 15.10 Waiver.** Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any rights or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.
- 15.11 Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 15.12 No Joint Venture, Agency, or Partnership Created.** Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of the partnership, agency, or joint venture between or among such parties.

(Signatures on Next Page)

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

CITY OF DECATUR
an Illinois municipal corporation

By:

Title: Mayor, City of Decatur, IL

Attest:

By:

FIRSTECH, INC.
An Illinois Corporation

By:

Print Name: Howard Mooney
Title: President

BUSEY BANK
An Illinois Banking Corporation

By:

Print Name:
Title:

**CITY OF DECATUR/FIRSTECH
REDEVELOPMENT AGREEMENT**

EXHIBITS

- 1. Project Narrative and Project Site**
- 2. Project Costs**
- 3. Tax Increment Eligible Project Costs and incentives**
- 4. Declaration of Covenants, Uses and Restrictions**
- 5. Memorandum of Agreement**

EXHIBIT 1

A: General Narrative Description of Project – The project consists of the demolition of the South East Buildings for increased parking, the remodel of both the interior and exterior façade of the North East buildings, the demolition of a bank drive thru and the construction of a new drive thru. This project will take place in the heart of the City's \$14,000,000 Streetscape project adding to the further beautification of Decatur's downtown.

B. Project Site

PARCEL 1: 04-12-14-156-005

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD LT 1 & 30 W & ADJ & W1/2 LT 4 BLK 7 TIF IRREG LT 2 (EXC E1/2 N1/2) & W1/2 LT 58 04 2 04 0306 000 00 (Commonly known as: 230 East Main, Decatur, Illinois)

PARCEL 2: 04-12-14-156-008

The East half (E ½) of Lot Four (4) in Block Six (6) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition as per Plat recorded in Book "G", Page 365, of the Records in the Recorder of Deeds of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). (Commonly known as: 253 South Park, Decatur, Illinois)

PARCEL 3: 04-12-14-156-009

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD E1/2 L 4 & ALL LT5 B7 TIF IRREG 1991 88BK2275/14 (Commonly known as: 254 East Main, Decatur, Illinois)

PARCEL 4: 04-12-14-156-004

Lot Six (6) in Block Seven (7) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition to Decatur, according to the Plat thereof filed for record in the Office of the Recorder of Deeds in and for said County and State on April 21, 1837, and recorded in Book G, Page 365. (Commonly known as: 263-265 South Park, Decatur, Illinois.)

PARCEL 5: 04-12-14-156-001

L 0000 B 02 North Decatur ADD N/K/A ALLEN MCREYNOLDS & CO ADD ALL B2 & 60 E & ADJ N1/2 & / TIF IRREG 30E & ADJ S1/2 58 04 2 04 0281 000 00 (Commonly known as: 130 N. Water, Decatur, Illinois)

EXHIBIT 2

Project Costs

	FirsTech	Busey
SITE		
Site Construction (includes infill and paving)	\$150,000	
Demo of FirsTech Building	\$200,000	
Demo Auto Bank		\$50,000
Sub-Total	\$350,000	\$50,000
BUILDING		
Remodel Dewitt (7,700 sf @ \$125/sf)	\$962,500	
Finish Upgrade for Plaza 2 nd Floor(5,500 sf @ \$50/sf)	\$275,000	
Structural Upgrade for Plaza 1 st Floor(2,700 sf @ \$15/sf)	\$40,500	
Drive Up Construction		\$250,000
Paving		\$100,000
Teller Remodel		\$25,000
Sub-Total	\$1,278,000	\$375,000
<u>CONTINGENCY</u>		
Design Contingency	\$80,000	\$20,000
Bid Contingency	\$80,000	\$20,000
Construction Contingency	\$80,000	\$20,000
Sub-Total	\$240,000	\$60,000
TOTAL	\$1,868,000	\$485,000
ARCHITECTURAL FEES/COSTS		
Architect/Engineering Design Fees	\$156,500	\$48,500
Additional Site Observation	\$2,500	\$2,500
Reimbursable Expenses:		
Document Printing	\$2,500	\$2,500
Construction Testing	\$2,500	\$2,500
TOTAL	\$164,000	\$56,000
<u>OTHER COSTS</u>		
Technology/Telecom	\$360,000	\$185,000
Furnishings/Fixtures	\$150,000	
Drive-Up Equipment	\$25,500	\$11,500
TOTAL	\$535,500	\$241,500
OVERALL TOTALS	\$2,567,500	\$782,5000
TOTAL PROJECT COST: \$3,350,000		

EXHIBIT 3

Tax Increment Eligible Project Costs

ELIGIBLE REDEVELOPMENT PROJECT COSTS	ALLOCATED AMOUNTS
Land Acquisition	\$0
Site Preparation/demolition	\$400,000
Planning and Engineering	\$220,000
Rehabilitation Renovation/Remodeling	\$1,653,000
TOTAL ELIGIBLE PROJECT COST	\$2,273,000

OWNER/DEVELOPER SHARE OF TIF INCREMENT COLLECTED BY MUNICIPALITY AND NOT ABATED THROUGH ENTERPRISE ZONE

		Developer*
Real Estate		
Year	1	0%
	2	20%
	3	40%
	4	60%
	5	80%
	6	100%
	7	100%

* Subject to sufficiency of Estimated Redevelopment Project Costs and generation of incremental taxes.

EXHIBIT 4

Prepared By:

Patrick Hoban & Billy Tyus
City of Decatur
1 Gary K Anderson Plaza
Decatur, Illinois 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur 62523

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

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

The Declarant and Busey Bank have entered into the Redevelopment Agreement (the "Agreement") dated as of _____, 2015, with the City of Decatur (the "City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site, which Project will further the development of the City of Decatur, Illinois Olde Towne TIF Tax Increment Redevelopment Plan adopted by the City _____, 2015 (the "Plan"). The Plan was recorded with the Macon County Recorder on _____, 2015 as Document No. _____. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement; and for the purpose of enhancing and protecting the purposes of the Plan as aforementioned, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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

EXHIBIT 4

3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Decatur fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

GENERAL PROVISIONS

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until the earlier of (i) termination of the Plan or (ii) December 31, 2022; and the covenants provided in Section 2 shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

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

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

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

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

EXHIBIT 4

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

FIRSTECH, INC.
an Illinois Corporation

By:

Print Name: Howard Mooney
Title: President

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

EXHIBIT 4

EXHIBIT A

B. Project Site

Perimeter legal

PARCEL 1: 04-12-14-156-005

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD LT 1 & 30 W & ADJ & W1/2 LT 4 BLK 7 TIF IRREG LT 2 (EXC E1/2 N1/2) & W1/2 LT 58 04 2 04 0306 000 00 (Commonly known as: 230 East Main, Decatur, Illinois)

PARCEL 2: 04-12-14-156-008

The East half (E ½) of Lot Four (4) in Block Six (6) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition as per Plat recorded in Book "G", Page 365, of the Records in the Recorder of Deeds of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). (Commonly known as: 253 South Park, Decatur, Illinois)

PARCEL 3: 04-12-14-156-009

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD E1/2 L 4 & ALL LT5 B7 TIF IRREG 1991 88BK2275/14 (Commonly known as: 254 East Main, Decatur, Illinois)

PARCEL 4: 04-12-14-156-004

Lot Six (6) in Block Seven (7) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition to Decatur, according to the Plat thereof filed for record in the Office of the Recorder of Deeds in and for said County and State on April 21, 1837, and recorded in Book G, Page 365. (Commonly known as: 263-265 South Park, Decatur, Illinois.)

PARCEL 5: 04-12-14-156-001

L 0000 B 02 North Decatur ADD N/K/A ALLEN MCREYNOLDS & CO ADD ALL B2 & 60 E & ADJ N1/2 & / TIF IRREG 30E & ADJ S1/2 58 04 2 04 0281 000 00 (Commonly known as: 130 N. Water, Decatur, Illinois)

EXHIBIT 5

Prepared By:

Billy Tyus
City of Decatur
1 Gary K Anderson Plaza
Decatur, Illinois 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur 62523

MEMORANDUM OF AGREEMENT

FirsTech, Inc., an Illinois corporation, and Busey Bank, an Illinois banking corporation (collectively, the "Redeveloper"), and the City of Decatur (the "City") have entered into a Redevelopment Agreement dated as of _____, 2015 (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: _____, 2015

CITY OF DECATUR
an Illinois municipal corporation

FIRSTECH, INC.
An Illinois Corporation

By: _____
Its City Manager

By: _____
Print Name: Howard Mooney
Title: President

Attest:

BUSEY BANK
An Illinois Banking Corporation

By: _____
Its City Clerk

By: _____
Print Name:
Title:

EXHIBIT 5

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

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

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

Notary Public

EXHIBIT 5

EXHIBIT A

Project Site

B. Project Site

Perimeter legal

PARCEL 1: 04-12-14-156-005

NORTH DECATUR ADD N/K/A ALLEN MCREYNOLDS & COS ADD LT 1 & 30 W & ADJ & W1/2 LT 4 BLK 7 TIF IRREG LT 2 (EXC E1/2 N1/2) & W1/2 LT 58 04 2 04 0306 000 00 (Commonly known as: 230 East Main, Decatur, Illinois)

PARCEL 2: 04-12-14-156-008

The East half (E ½) of Lot Four (4) in Block Six (6) of North Decatur Addition to Decatur, now known as Allen McReynolds and Company's Addition as per Plat recorded in Book "G", Page 365, of the Records in the Recorder of Deeds of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). (Commonly known as: 253 South Park, Decatur, Illinois)

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PARCEL 5: 04-12-14-156-001

L 0000 B 02 North Decatur ADD N/K/A ALLEN MCREYNOLDS & CO ADD ALL B2 & 60 E & ADJ N1/2 & / TIF IRREG 30E & ADJ S1/2 58 04 2 04 0281 000 00 (Commonly known as: 130 N. Water, Decatur, Illinois)

Water Management

DATE: 12/15/2015

MEMO: 2015-21

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, Engineering Services Coordinator

SUBJECT: Lake Decatur Dredging Basins 1–4 & Oakley Sedimentation Basin Rehabilitation - City Project 2013-14 Great Lakes Dredge & Dock Co. Contract Pay Item Increase

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing a Contract Pay Item Increase with Great Lake Dredge & Dock Co. at a cost not to exceed \$250,000.

BACKGROUND:

In February 2014 the City Council authorized a six year \$89,254,535.96 Lake Decatur dredging contract to Great Lakes Dredge & Dock Co. that contained a \$250,000 contingency pay item for alterations, cancellations, extension, deductions and extra work. This pay item amount was extremely small for such a long term high dollar construction contract and was only 0.28% of the total contract price. Construction contingencies are project specific and typically vary from 1% to 10%.

The construction phase of the project began in April 2014. Since then there have been eleven contingency pay item change orders as described in the attached “Pay Item XX101793 Status Summary”. Since Great Lakes Dredge & Dock has been very cooperative in reducing expenses when possible, some change orders were a cost savings to the City and some were cost increases. To date, the net increase for these change orders is \$120,650.99 above the original contingency amount of \$250,000.

Since the project will not be completed for another four years, it is anticipated that there will be several more cost increase and cost decrease change orders throughout the project’s lifespan.

Therefore it is recommended that the contingency pay item be increased by a cost not to exceed \$250,000. This will increase the contract price by \$250,000 from \$89,254,535.96 to \$89,504,535.96. The contingency pay item will still be a very insignificant 0.56% of the total contract price.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863 or kalexander@decaturil.gov Jerry Stevens, Engineering Services Coordinator, 217-424-2833 or jstevens@decaturil.gov

BUDGET/TIME IMPLICATIONS:

This expenditure will be paid from the Water Construction Bond Fund 89.

COPY: Ben Leonard, Great Lakes Dredge & Dock
Gregg Foltz, Chastain & Associates

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Pay Item XX101793 Status Summary	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	12/17/2015 - 12:17 PM

RESOLUTION NO. 2015-_____

**RESOLUTION AUTHORIZING
LAKE DECATUR DREDGING BASINS 1-4 &
OAKLEY SEDIMENTATION BASIN REHABILITATION - CITY PROJECT 2013-14
GREAT LAKES DREDGE & DOCK CO. CONTRACT PAY ITEM INCREASE**

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

Section 1. That the Council of the City of Decatur, Illinois authorizes a Contract Pay Item Increase with Great Lakes Dredge & Dock Company in the amount not to exceed \$250,000.00.

Section 2. That the City Manager be, and he is hereby, authorized to negotiate and enter into a Contract Pay Item Increase with Great Lakes Dredge & Dock Company in the amount not to exceed \$250,000.00 for Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation - City Project 2013-14.

Section 3. That the Director of Water Management hereby certifies that the need for the change was not foreseeable at the time said original Contract Agreement was entered into.

PRESENTED AND ADOPTED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

Debra Bright, City Clerk

Pay item XX101793 Status Summary

Original Contract 89,254,535.96
(The original contract amount includes \$ 250,000 for contingency work by the Contractor)

<u>Pay Item</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Balance of XX101793</u>	<u>Pay Item XX101793 Check</u>	<u>Current Value of Contract</u>	<u>Description</u>
XX101793	Alterations, Cancellations, Extension, Deductions and Extra Work			250,000	250,000	89,004,535.96	There is no contingency work performed at beginning of contract, reduce contract value by \$ 250,000
20100110	Additional Tree Removal	28,825.50		221,174.50	221,174.50	89,033,361.46	Pay for additional trees to be removed
Change Order 1	Additional mowings for 2014-2019 at Sed Basin	67,803.75		153,370.75	153,370.75	89,101,165.21	Special Provision only called for two mowings per year, City desires 1 per month
Change Order 2	Delete Stare Road entrance and amenities		12,694.00	166,064.75	166,064.75	89,088,471.21	This work deducted from contract as field office relocated.
Change Order 3	Move Engineers Field Office		8,114.94	174,179.69	174,179.69	89,080,356.27	This work deducted from contract, no work performed.
Change Order 4	Bonding of project in segments over life of contract		131,092.50	305,272.19	305,272.19	88,949,263.77	Bonding process revised for contract decreasing overall cost to contract.
Change Order 5	Channel improvements at West Swale	325,360.85		(20,088.66)	(20,088.66)	89,274,624.62	Repairs needed to return swale that were not in contract documents
Change Order 6	Value Engineering for Weir Outlet Structures		103,918.78	83,830.12	83,830.12	89,170,705.84	Credit to contract for substiution of approved modified weir structures resulting in cost savings to contract
Change Order 7	Increase in working days due to 2014 weather delays	-	0.00	83,830.12	83,830.12	89,170,705.84	Request by Contractor due to poor weather conditions in 2014, no change in contract value
Change Order 8	Treatment for zinc removal from return water to lake	23,534.70		60,295.42	60,295.42	89,194,240.54	IEPA permit requirements called for testing and possible mitigation of zinc levels. This change order is for pur- chasing equipment and material to treat zinc as necessary
Change Order 9	Substitution credit for recycled riprap at West Swale		9,491.39	69,786.81	69,786.81	89,184,749.15	Credit to contract for use of recycled riprap instead of stone riprap as originally bid. Stone riprap not available at the time work was performed.
Change Order 10	Change order for Fish Habitat preservation		0.00	69,786.81	69,786.81	89,184,749.15	Request made by IDNR to preserve some fish habitat areas along shoreline. No cost change to contract, with volumes of dredging moved to other areas of lake.
Change Order 11	Geofabric Installation at Oakley Sed Basin	190,437.80		(120,650.99)	(120,650.99)	89,375,186.95	Request made for use of geotechnical fabric due to un- stable areas of exterior berm construction

Summary: \$635,962.60 \$265,311.61

Net Change to Contract through December 11, 2015: \$370,650.99

Pay Item Balance and Contract Value as of December 11, 2015 (120,650.99) (120,650.99) 89,375,186.95

<u>XX101793</u>	<u>Difference</u>	<u>Current</u>
250,000	370,650.99	89,375,186.95
<u>Original Value</u>	<u>Current Value</u>	<u>Current</u>
89,254,535.96	89,375,186.95	120,650.99

Public Works

DATE: 12/14/2015

MEMO: 2015-50

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Change Order #1 to the Professional Services Agreement for Manhole Inspection Services with Tele Scan, Inc.
City Project 2014-16

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing the Mayor to execute, and the City Clerk to attest, Change Order #1 to the Professional Services Agreement between the City of Decatur and Tele Scan, Inc. for Manhole Inspection Services, City Project 2014-16 to extend the completion date from December 31, 2015 to July 1, 2016.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance.
4. Small Diameter Sewer Rehabilitation.

The Manhole Inspection Project addresses priorities 2 and 3 as identified by the City Council.

Manhole Inspection Project

The City of Decatur maintains over 8,000 sanitary manholes. In older areas of the City, many of the manholes are 80 to 100 years old. Manholes that have reached the end of their useful service life and need rehabilitation can often be repaired by lining techniques that are much less costly than removal and replacement of the entire manhole.

On July 31, 2014, the Public Works Department accepted proposals to provide manhole inspection services for the City through 2015. Nine firms obtained the Request for Proposals

and one firm, Tele Scan, Inc. of Decatur, Illinois, submitted a written proposal. The proposal set unit prices for the manhole inspections which were included in the Agreement for Professional Services.

To date, Tele Scan has inspected over 5,700 manholes and has just over 2,300 remaining of the 8,032 manholes in the City's sanitary sewer system.

Change Order #1

When the manhole inspection project was initiated in 2014, it was determined that all inspections needed to be entered directly into the City's Global Information System (GIS) to quickly become part of the overall City sewer utility map without a lot of other processing. In order to proceed in the most efficient manner possible, City staff, and Tele Scan staff, worked with the GIS department of Eastern Illinois University to prepare a computer program that would add the inspection data directly onto the City's maps. The preparation of this data entry program delayed the start of the manhole inspections until early in 2015 which cost about 6 months in time. Change Order #1 authorizes an additional 6 months to complete the contract making the final contract completion date to be July 1, 2016. No additional funding is requested.

US EPA Consent Order

Recent approval of the Consent Order with the US EPA regarding the sanitary sewer system and the associated contract with AECOM to perform a condition assessment have accelerated the need to gather all the information possible on the system elements. Manholes are a link between the surface and the underground sanitary sewer system and are often viewed as the "low hanging fruit" for work to remove storm water from the system since storm water can directly enter the sewers from the manhole. Knowing the condition of the manholes is vital to the City's efforts to address the Consent Order. This inspection work needs to be completed with no delay.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Tele Scan, Inc.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Change Order #1 is to extend the completion date for this agreement from December 31, 2015 to July 1, 2016. There is no increase in funds requested as part of this agreement.

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

This memorandum was prepared by Matt Newell, P.E., City Engineer.

COPY: Tele Scan, Inc.

ATTACHMENTS:

Description	Type
Resolution Authorizing Change Order #1	Resolution Letter
Change Order Form 1-Manhole Inspection Services	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	12/17/2015 - 12:16 PM

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
TELE SCAN, INC. FOR MANHOLE INSPECTION SERVICES
CITY PROJECT 2014-16**

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

Section 1. That the Professional Services Agreement between the City of Decatur, Illinois and Tele Scan, Inc., be, and the same is hereby, modified and amended to authorize Change Order # 1 to extend the completion date from December 31, 2015 to July 1, 2016.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Change Order #1 to the Agreement between the City of Decatur, Illinois and Tele Scan, Inc., to extend the completion date to July 1, 2016.

Section 3. That the Director of Public Works hereby certifies that the need for the change was not foreseeable at the time said original Contract Agreement was entered into.

PRESENTED and ADOPTED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk



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

Change Order

Date: Dec. 7, 2015 Project: Manhole Inspection Services
Request No. 1 ☐ Final Project Number: 2014-16

Consulting
Engineer: TeleScan, Inc.
Address: 6275 East Route 36
Decatur, IL 62521

I recommend that an ☐ addition of \$_____ be made to the above contract.
☐ deduction

I recommend that an extension of 182 days be made to the above contract completion date.
The revised completion date is now July 1, 2016.

Amount of original contract	\$	<u>200,000</u>
Amount of previous change orders	\$	<u>0</u>
Amount of current change order	\$	<u>0</u>
Amount of adjusted/final contract	\$	<u>200,000</u>

☐ addition

Total net ☐ deduction to date \$_____ which is _____ % of Contract Price

State fully the nature and reason for the change order Early project delays due to the preparation of GIS data entry
software set the project back approximately 6 months.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☒	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended

Richard G. Marley
Public Works Director

12-14-2015

Date

Approved

Mayor

Date

Attested

City Clerk

Date

Public Works

DATE: 12/15/2015

MEMO: 2015-52

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Professional Services Agreement with Tele Scan, Inc.
for the Annual Sanitary Sewer Inspection Program
City Project 2016-19

SUMMARY RECOMMENDATION: See attached explanatory memorandum.

ATTACHMENTS:

Description	Type
Cover Memo Professional Services Agreement Tele Scan, Inc.	Cover Memo
APPENDIX A	Exhibit
Resolution Authorizing Professional Service Agreement Tele Scan, Inc.	Resolution Letter
Professional Service Agreement Tele Scan, Inc. 2016-19	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	12/17/2015 - 12:16 PM

**PUBLIC WORKS MEMORANDUM
NO. 2015-52**

DATE: December 11, 2015

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Professional Services Agreement with Tele Scan, Inc.
for the Annual Sanitary Sewer Inspection Program
City Project 2016-19

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve a Resolution authorizing a Professional Services Agreement between the City of Decatur and Tele Scan, Inc. to provide sewer inspection and maintenance services to assist the City in its operation and maintenance of the sanitary sewer and storm drainage systems. The agreement is for a period of 3 years beginning January 1, 2016 and ending on December 31, 2018, currently budgeted at \$450,000 per year, for a total 3 year cost not to exceed \$1,350,000.

PRIOR COUNCIL ACTION:

The sewer televising program has been approved by the City Council as an annual project since 1996.

- **June 17, 2013** – The City Council approved Resolution R2013-60 authorizing a Professional Services Agreement with Tele Scan, Inc. to provide sewer inspection and maintenance services to the City. The agreement was for a period of 2 ½ years beginning July 1, 2013 and ending on December 31, 2015 for a total cost not to exceed \$1,125,000.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance.
4. Small Diameter Sewer Rehabilitation.

The Annual Sanitary Sewer Inspection Program addresses all of the sanitary sewer priorities identified by the City Council. Televised inspections are used to find deteriorated pipes that require rehabilitation. Televising also assists with operation and maintenance by finding areas that need to be cleaned to remove roots, grease and other debris. All of the above mentioned televising assists in the City's US EPA mandated sewer overflow and basement backup mitigation efforts.

Pipeline Inspection Services

Pipeline inspection services are crucial in identifying problems underground and answering questions that arise in the normal maintenance of the City's sewers along with ongoing condition assessment. Major work items are detailed below:

1. Sewer Line Inspections: This work is performed through the insertion of a motorized camera that is driven through the sewers to determine the condition of the pipe. This information assists staff in preparing improvement projects or identifying maintenance needs.
2. Sewer Cleaning: Sewer cleaning is the most critical component in providing and preserving full capacity within the sewer system. The cleaning process removes all debris, grease and roots from the sewer by use of high water pressure and cutting heads. All accumulated debris will be vacuumed out of the sewer system. Combining cleaning with televised inspection has proven to be very effective in assuring clean sewer lines and an optimal inspection.
3. Manhole Inspections: Manholes are often a weak link in the sewer system in that they are direct access points from the surface to the sewer system. Many manholes are located on streets and are subject to traffic loads and heavy storm water inflow. These forces often have a significant effect on the structural integrity of a manhole and the sewer system in general. A major step in improving the overall reliability of the City's sewer system, and decrease storm water inflow, is to gain information on the manhole condition and make the necessary improvements.
4. Smoke Testing: This work involves blowing smoke through a sewer line to determine if there are holes in the line that allow storm water to flow into the line causing sewer overflows. Smoke testing can also be used to identify illegal sewer connections and damaged pipes.
5. Manhole Rehabilitation: A unit price is provided to repair damaged manholes without going to the expense to replace them. If manhole deterioration is caught early enough, a significant amount of time and money is saved by lining the manhole to restore its structural integrity.
6. Point Repairs: Point repairs involve placing a small liner to repair a specific spot of damaged pipe without having to resort to digging the pipe up and replacing it. As with manhole rehabilitation, if pipe damage is caught early enough, there are significant cost savings in spot lining an isolated damaged section of pipe as opposed to digging it up or fully lining the pipe.
7. Special Studies: This work involves investigating the sewer system to find unknown connections, unknown manholes, or pipelines. Special studies have been completed to identify sources of abnormally heavy flow in sewers, locations where storm water is infiltrating into the pipe causing overflows, or where there are incidents of heavy grease clogging the line causing sewer backups.
8. Rapid Response Inspections: Rapid-Response inspections are generally used to investigate critical sewer problems such as sinkholes, blocked sewer services or mains, maintenance problems, and some residential complaints. The ability to quickly get a camera into a line that is experiencing a failure of some type provides maintenance staff with a large amount of information to be used in determining the proper course of action.

Ongoing televised inspection efforts are generally focused on sewers that have not been inspected or that need an updated inspection. Having televised inspection data on all the City's sewers will assist staff in creating a GIS database for the City's sewer system condition assessment. Significant effort

is also directed towards preventing overflows and basement backups through sewer cleaning and stormwater inflow and infiltration (I&I) reduction in the sanitary sewer system.

Minority Participation Goals

Professional services such as sewer inspections and related activities to support the engineering and data collection aspects of the sewer system are not Prevailing Wage work that is covered by the City's Minority Participation Goals for Public Works Contracts ordinance. This project does include infrastructure construction work items that are covered by the ordinance, such as sewer cleaning, manhole rehabilitation, and point repairs. All construction work items related to construction of the public infrastructure require the payment of Prevailing Wages and action on the Minority Participation Goals.

Request for Proposals

On November 18, 2015, the Public Works Department issued a request for proposals to provide sewer inspection services for the City beginning in 2016 and ending in 2018. Four firms received proposals and 2 firms submitted written proposals. The two proposing firms were:

Tele Scan, Inc. of Decatur, Illinois

National Power Rodding Corporation of Chicago, Illinois

The proposals set unit prices for the regularly used work items and are attached in Appendix A.

The proposals were reviewed and rated on the range of services provided, the quality of inspections, the firm's ability to respond rapidly to emergency inspection requests, proximity of the firm to Decatur and the general cost for services. Tele Scan is recommended as the best firm to meet the City's sewer inspection service needs. Professional services contracts are not bid but are awarded based on the firm's ability to best serve the City. A unit price cost comparison is attached in Appendix A. The budgeted allocation in the City's Capital Improvement Plan is as follows:

FUND	FY 2016	FY 2017	FY 2018
SANITARY	\$400,000	\$400,000	\$400,000
STORM	\$50,000	\$50,000	\$50,000
YEARLY TOTALS	\$450,000	\$450,000	\$450,000

Professional Service Contract

Tele Scan, Inc. has provided inspection services for the City since 1996 and is well known for providing a high quality product and for being very responsive to the City. Due to the intermittent nature of the project, out of town firms generally have higher cost to mobilize to Decatur to perform their services. Having a local firm such as Tele Scan perform the work has benefited the City in lower costs and high quality service for many years.

During the past 2 ½ year contract which ends December 31, 2015, Tele Scan completed the video inspection of over 670,000 feet (127 miles) of sewers, cleaned over 88,000 feet (17 miles) of sewers, completed 9 point repairs, performed 77 special studies, and responded to 330 on-call inspection requests. It has proven very beneficial to have a local firm engaged in televising work for the City.

The new contract will cover a 3 year period beginning January 1, 2016, and ending December 31, 2018.

US EPA Consent Order

Recent approval of the Consent Order with the US EPA regarding the sanitary sewer system and the associated contract with AECOM to perform a condition assessment of the system have greatly accelerated the need to gather all the information possible on the various elements of the City's sanitary sewers. The sewer inspection services provided under this agreement are a vital component of the City's efforts to meet the objectives of the Order.

SCHEDULE: The Annual Sewer Inspection Services Contract will be for a 3 year period beginning January 1, 2016, and ending December 31, 2018.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Annual Sanitary Sewer Inspection Program funding is allocated in the Sewer Fund and Stormwater Fund as follows:

FUND	FY 2016	FY 2017	FY 2018
SANITARY	\$400,000	\$400,000	\$400,000
STORM	\$50,000	\$50,000	\$50,000
YEARLY TOTALS	\$450,000	\$450,000	\$450,000

The budgeted allocation in the City's Capital Improvement Plan is \$450,000 per year through 2018 for a total allocation of \$1,350,000. The project is intended to be in effect from January 1, 2016, through December 31, 2018.

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

This Memorandum was prepared by Matt Newell, P.E., City Engineer.

Attach: 3

Cc: Tele Scan, Inc.

APPENDIX A

Sanitary Sewer Inspection Services

Proposal Line Item Cost Comparison

Work Item	Estimated Yearly Quantities	Unit	2016				2017				2018			
			Tele Scan		NPR		Tele Scan		NPR		Tele Scan		NPR	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Televised Inspection	180,000	Lineal Foot	\$1.00	\$180,000	\$3.00	\$540,000.00	\$1.00	\$180,000.00	\$3.30	\$594,000.00	\$1.00	\$180,000.00	\$3.45	\$621,000.00
Manhole Inspection	10	Each	\$65.00	\$650.00	\$500.00	\$5,000.00	\$65.00	\$650.00	\$550.00	\$5,500.00	\$65.00	\$650.00	\$575.00	\$5,750.00
Smoke Testing	15	Each	\$500.00	\$7,500.00	\$500.00	\$7,500.00	\$500.00	\$7,500.00	\$550.00	\$8,250.00	\$500.00	\$7,500.00	\$575.00	\$8,625.00
Manhole Rehabilitation	25	Vertical Foot	\$195.00	\$4,875.00	\$325.00	\$8,125.00	\$195.00	\$4,875.00	\$357.50	\$8,937.50	\$195.00	\$4,875.00	\$373.75	\$9,343.75
	25	Vertical Foot	\$225.00	\$5,625.00	\$325.00	\$8,125.00	\$225.00	\$5,625.00	\$357.50	\$8,937.50	\$225.00	\$5,625.00	\$373.75	\$9,343.75
Trenchless Point Repairs	20	Lineal Foot	\$385.00	\$7,700.00	\$1,500.00	\$30,000.00	\$385.00	\$7,700.00	\$1,650.00	\$33,000.00	\$385.00	\$7,700.00	\$1,725.00	\$34,500.00
	20	Lineal Foot	\$450.00	\$9,000.00	\$1,500.00	\$30,000.00	\$450.00	\$9,000.00	\$1,650.00	\$33,000.00	\$450.00	\$9,000.00	\$1,725.00	\$34,500.00
	10	Lineal Foot	\$475.00	\$4,750.00	\$1,500.00	\$15,000.00	\$475.00	\$4,750.00	\$1,650.00	\$16,500.00	\$475.00	\$4,750.00	\$1,725.00	\$17,250.00
	10	Lineal Foot	\$510.00	\$5,100.00	\$1,500.00	\$15,000.00	\$510.00	\$5,100.00	\$1,650.00	\$16,500.00	\$510.00	\$5,100.00	\$1,725.00	\$17,250.00
Special Studies	60	Hour	\$80.00	\$4,800.00	\$250.00	\$15,000.00	\$80.00	\$4,800.00	\$275.00	\$16,500.00	\$80.00	\$4,800.00	\$287.50	\$17,250.00
On-Call Inspection (3 hour notice)	140	Each	\$500.00	\$70,000.00	\$3,500.00	\$490,000.00	\$500.00	\$70,000.00	\$3,850.00	\$539,000.00	\$500.00	\$70,000.00	\$4,025.00	\$563,500.00
On-Call Inspection (48 hour notice)	50	Each	\$500.00	\$25,000.00	\$3,000.00	\$150,000.00	\$500.00	\$25,000.00	\$3,300.00	\$165,000.00	\$500.00	\$25,000.00	\$3,450.00	\$172,500.00
Sewer Cleaning	90,000	Lineal Foot	\$1.00	\$90,000.00	\$5.00	\$450,000.00	\$1.00	\$90,000.00	\$5.50	\$495,000.00	\$1.00	\$90,000.00	\$5.75	\$517,500.00
Excess Cleaning	200	Hour	\$175.00	\$35,000.00	\$625.00	\$125,000.00	\$175.00	\$35,000.00	\$687.00	\$137,400.00	\$175.00	\$35,000.00	\$718.75	\$143,750.00
Yearly Totals			\$450,000		\$1,888,750		\$450,000		\$2,077,525		\$450,000		\$2,172,063	

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH TELE SCAN, INC. FOR THE
ANNUAL SEWER TELEVISION PROGRAM
CITY PROJECT 2016-19**

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

Section 1. That the Professional Services Agreement authorizing pipeline inspection services for 3 years beginning January 1, 2016 and ending December 31, 2018, for the Annual Sewer Televising Program, City Project 2016-19, presented to the City Council herewith between the City of Decatur and Tele Scan, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Tele Scan, Inc., in an amount not to exceed \$450,000 per fiscal year, beginning January 1, 2016 and ending December 31, 2018, for a total amount not to exceed \$1,350,000.

PRESENTED and ADOPTED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

Attest:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT
2016-19 ANNUAL SANITARY SEWER INSPECTION PROGRAM

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

Tele Scan, Inc,

("Professional Service Provider"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. PROFESSIONAL SERVICE PROVIDER. The Professional Service Provider shall provide professional services for the City in all phases of the Project, serve as the City's professional representative for the Project as set forth herein and shall give professional consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Professional Service Provider in accordance with generally accepted standards.
- B. NOTICE TO PROCEED. The Professional Service Provider shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Professional Service Provider shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Professional Service Provider shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.

- E. EXTRA WORK AND CHANGE ORDERS. The Professional Service Provider shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Professional Service Provider shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Professional Service Provider and shall not be reimbursed by the City.

The Professional Service Provider expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. SCOPE OF WORK. Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. CITY'S REQUIREMENTS. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. COMPLETION TIME. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.
- D. MINORITY PARTICIPATION GOALS. The City Code requirements for Minority Participation Goals for Public Works Contracts are in effect for all work items that require the payment of Prevailing Wages. The payment of Prevailing Wages is required for all construction or demolition of public works. Typical activities requiring Prevailing Wages are manhole rehabilitation, point repairs, sewer cleaning and other construction related work. The minority participation goals are as follows:
1. Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
 2. Eighteen percent (18%) of the total hours worked should be performed by minority workers.

The Professional Service Provider shall provide evidence of meeting the City's minority participation goals prior to all payments made for Prevailing Wage work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Exhibit J provides required information and documentation.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards as required.
- B. FURNISH INFORMATION. Assist the Professional Service Provider by placing at the Professional Service Provider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Professional Service Provider, as required for performance of the Professional Service Provider's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Professional Service Provider may rely upon in performing the Professional Service Provider's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Professional Service Provider to enter upon public and private property as required for the Professional Service Provider to perform the Professional Service Provider's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Professional Service Provider, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Professional Service Provider.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Professional Service Provider may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

- I. NOTIFY THE PROFESSIONAL SERVICE PROVIDER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Professional Service Provider whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Professional Service Provider's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Professional Service Provider each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Professional Service Provider shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Professional Service Provider.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Professional Service Provider in connection with this Project are public documents and, upon payment to the Professional Service Provider, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Professional Service Provider by the City on extensions of this Project or any other project without written permission of the Professional Service Provider shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Professional Service Provider from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Professional Service Provider has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Professional Service Provider's experience and qualifications, but the Professional Service Provider does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Professional Service Provider shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies shall be written on an occurrence basis.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Professional Service Provider shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Professional Service Provider's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Professional Service Provider shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

Further, it shall be an affirmative obligation upon the Professional Service Provider to advise the City's representative within two days of the cancellation or substantive change of any insurance policy set out under this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

The certificate must certify the following:

- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
7. Types and Limits of Insurance. The Professional Service Provider shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

- d. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Professional Service Provider.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Professional Service Provider is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Professional Service Provider shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional Service Provider in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Professional Service Provider agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Professional Service Provider an employee or partner of the City. The Professional Service Provider shall at all times hereunder be construed to be an independent contractor.

H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Professional Service Provider shall abide by the terms of all Federal requirements in the performance of duties hereunder.

I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

- J. HOLD HARMLESS. Professional Service Provider shall indemnify and save harmless the City, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by Professional Service Provider in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Professional Service Provider or its subcontractors.

The City shall indemnify and save harmless the Professional Service Provider, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Professional Service Provider and including reasonable attorney's fees incurred by the Professional Service Provider or required in any way to be paid by the Professional Service Provider, in defense thereof, and shall indemnify and save harmless the Professional Service Provider from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Professional Service Provider under the terms of the Agreement. The Professional Service Provider shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Professional Service Provider's own judgment, may be necessary for the Professional Service Provider's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Professional Service Provider agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars

(\$5,000.00), the Professional Service Provider shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II based on unit costs as set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Professional Service Provider for services and reimbursable expenses of Subconsultants engaged by the Professional Service Provider with the approval of the City's Representative, the amount billed by the Subconsultant to the Professional Service Provider times an approved multiplier of 5%.

C. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Professional Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Professional Service Provider under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. The Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

D. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Professional Service Provider for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Professional Service Provider also will be reimbursed for the charges of independent professional associates and consultants employed by Professional Service Provider to render Basic Services, and paid for services rendered during that phase on the basis of Professional Service Provider's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Professional Service Provider's principals and employees engaged directly on the Project. In the event of any such termination, Professional Service Provider will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Professional Service Provider entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2015

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Professional Service Provider Firm

By: _____

SCOPE OF WORK

Services to be provided for the Project are as follows:

TELEVISED PIPELINE INSPECTION/SURVEY

1. A color television camera capable of insertion into 100% humidity conditions will be used on this project. The camera head is capable of panning 270° and tilting 360° and the iris, focus and light source are all remote controlled in order to look directly at problem areas, as well as up service connections. The camera will be transported through the lines on a remote controlled transporter at approximately 30 feet per minute, stopping at problem areas to insure proper logging of data.
2. The Data Collected, stored and downloaded to the city mainframe will be in a MPEG digital format applicable to the current City of Decatur Engineering Software, that will be used to observe and record features and conditions that will assist in the evaluation of the data collected and become a part of the final report. All inspection crews are PACP Certified. TSI shall use Granite XP with the ESRI module and the scoring module by Cues Inc.
3. Traffic control and protection for the project shall be in accordance with I.D.O.T. Highway Standard 701606.01. Daytime operations are proposed for the work.

STORM/SANITARY SEWER CLEANING

1. A high velocity sewer cleaning and vacuum combination truck will be used. Cleaning shall be accomplished by using a pump capable of delivering 60 GPM at 2500 PSI. All debris from the cleaning process will be removed with the Vac System. City of Decatur will supply water and dump site for any solids gathered.

MANHOLE INVESTIGATION

1. A physical/visual investigation of each manhole using all necessary safety equipment. The investigation will include obtaining all data required to evaluate each manhole for structural integrity, inflow/infiltration problems, flow characteristics and environmental conditions. Including all necessary dimensions.

SMOKE TESTING

1. Insertion of an inert type smoke bomb of three-minute duration into manholes by means of a 3000-cfm or larger blower. Logging of data including color photos of locations or smoke observed.

REPORT

T.V. INSPECTION

A PACP Certified report database will be provided documenting the techniques and equipment used and summarizing the inspection. The database will include the following:

1. Separate pages for each run or line noting distances and locations of the following:
 - Any structural damage, cracks, broken pipe, etc.
 - All service tie-ins and type
 - Manhole numbers
 - Direction of flow/depth
 - Depth and type of debris
 - Type of pipe and size
 - Color photos of problem areas
2. Evaluation of existing conditions found
3. MPEG/Digital
 - Complete on screen data view showing project name, date, continuous footage to nearest 0.10 ft. from starting manhole number.
 - Narration explaining conditions as seen.

MANHOLE INVESTIGATION/EVALUATION

1. Separate form for each manhole showing the following data in a MACP format downloaded to city mainframe, for use with Department E & I's current ESRI software:
 - All dimensions of the manhole
 - All sewer line tie-ins and sizes
 - Direction of flow/depth
 - Depth and type of debris
 - Location and type of defects
 - Environmental conditions, water and atmosphere temperatures
 - Evaluation of existing conditions found
 - Video of the MH in MPEG format

SMOKE TESTING

1. Locations and color photos of points where smoke is observed escaping from pipe.
Evaluation of probable cause.

ADDITIONAL AND/OR EMERGENCY INSPECTION/SURVEYS

We are prepared to offer our services to the City of Decatur in the inspection and evaluation of their sanitary and storm sewer infrastructure by doing whatever it takes to provide a quality service in a professional, safe and cost-effective manner. We have and will stay focused on the City of Decatur engineering needs; emphasizing long-term, mutually beneficial relationships based on trust and respect.

1. T.V. Inspection/Survey
2. Proper documentation and preparation of all field data.
3. Evaluation of data and recommendations of repair of problem areas.
4. Field engineering surveys for the location of lost or buried manholes including horizontal and vertical locations of relocated sewer lines of which there are no records available.
5. Emergency work is offered on a 24 hour per day, 7 days per week, with no more than a two-hour response time.

ASSUMPTIONS/CONDITIONS

This Agreement is subject to the following assumptions/conditions:

SCHEDULE

It is anticipated that the T.V. Inspection survey will take place from January 1, 2016 through December 31, 2018. Any additional footage to be televised or smoke testing, manhole evaluations and other services we are asked to perform will be completed in a timely manner as agreed to by the City Engineer. The prices in this contract will be applicable through December 31, 2018.

ACCEPTANCE OF CONDITIONS STATEMENT

Tele Scan, Inc. hereby affirms that they are in full acceptance of all conditions and requirements and are prepared to execute an agreement with the City of Decatur and perform these services accordingly.

1. The work shall be performed in compliance with applicable OSHA requirements.
2. All insurance requirements shall be met.

SUBCONTRACTORS

Tele Scan, Inc. plans to perform all the services required in this proposal.

PROJECT TEAM

The initial Project team shall be as follows. If any of these persons become unavailable, TSI will substitute persons with similar qualifications.

NAME	JOB TITLE
John S. Latshaw	President, PACP/MACP/LACP Certified Esri Arc GIS Certified
Matt Hight	Operations Supervisor, PACP/MACP/LACP Certified
Brandon Bardfield	Project Technician, PACP/MACP/LACP Certified
Robert Weilmuenster	Project Technician
Nathan Greer	Project Technician PACP/MACP/LACP Certified
Harry Petitt, Jr.	Project Technician
Samuel Johnson	Project Technician PACP/MACP/LACP Certified

National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that

John Latshaw

Is certified to practice PACP, MACP and LACP.
Certification is valid for three years from the date of issuance.

CERTIFICATE NUMBER: U-907-5670

Theodore J. DeBoda

Signature Theodore J. DeBoda, P.E., Executive Director

1/4/13

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that

Matt Hight

Is certified to practice PACP, MACP and LACP.

Certification is valid for three years from the date of issuance.

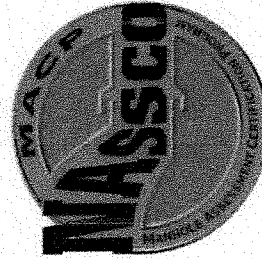
CERTIFICATE NUMBER: U-1009-9534

Theodore J. DeBoda

Signature Theodore J. DeBoda, P.E., Executive Director

1/4/13

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

National Association of Sewer Service Companies
NASSCO, Inc.

Certificate of Completion

This is to certify that

Brandon Bardfield

Is certified to practice PACP, MACP and LACP.
Certification is valid for three years from the date of issuance.

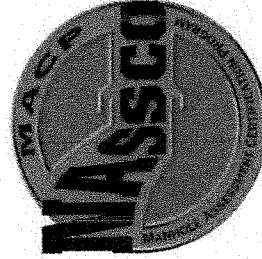
CERTIFICATE NUMBER: U-513-18093

Mark J. DeBora

Signature Theodore J. DeBoda, P.E., Executive Director

6/14/13

Date of Issuance



NOTE: THE USER IS NOT AN EMPLOYEE, AGENT OR PARTNER OF NASSCO. THE USER ACKNOWLEDGES AND AGREES THAT NASSCO DOES NOT SUPERVISE OR CONTROL THE USER AND THAT NASSCO SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE USER.

1. Unit price proposals for various professional service tasks:

**PROPOSAL SHEET
Fiscal Year 2016**

Fiscal Year 2016 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$1.00	\$200,000.00
Manhole Inspections	Each	50	SEE ATTACHED EXHIBIT A & H	
Smoke Testing	Per Manhole Smoked	20	\$500.00	\$10,000.00
Manhole Rehabilitation	Vertical Foot	100	SEE ATTACHED EXHIBIT A & H	
Trenchless Point Repairs	Foot	50	SEE ATTACHED EXHIBIT A & H	
Special Studies	Hour	60	\$80.00	\$4,800.00
On-Call Inspection – 3 hr	Each	150	\$500.00	\$75,000.00
On-Call Inspection – 48 hr	Each	50	\$500.00	\$25,000.00
Sewer Cleaning	Foot	100,000	\$1.00	\$100,000.00
Excess Cleaning	Hour	200	\$175.00	\$35,000.00

Note: As part of the proposal, attach details on each work item with unit cost proposals for various pipe or manhole sizes, manhole depths, pipe or manhole material, office or field work for special studies, etc. to be provided by the proposing firm.

PROPOSAL SHEET
Fiscal Year 2017

Fiscal Year 2017 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$1.00	\$200,000.00
Manhole Inspections	Each	50	SEE ATTACHED EXHIBIT A & H	
Smoke Testing	Per Manhole Smoked	20	\$500.00	\$10,000.00
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Special Studies	Hour	60	\$80.00	\$4,800.00
On-Call Inspection – 3 hr	Each	150	\$500.00	\$75,000.00
On-Call Inspection – 48 hr	Each	50	\$500.00	\$25,000.00
Sewer Cleaning	Foot	100,000	\$1.00	\$100,000.00
Excess Cleaning	Hour	200	\$175.00	\$35,000.00

PROPOSAL SHEET
Fiscal Year 2018

Fiscal Year 2018 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated FY 2015 Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$1.00	\$200,000.00
Manhole Inspections	Each	50	SEE ATTACHED EXHIBIT A & H	
Smoke Testing	Per Manhole Smoked	20	\$500.00	\$10,000.00
Manhole Rehabilitation	Vertical Foot	100	SEE ATTACHED EXHIBIT A & H	
Trenchless Point Repairs	Foot	50	SEE ATTACHED EXHIBIT A & H	
Special Studies	Hour	60	\$80.00	\$4,800.00
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On-Call Inspection – 48 hr	Each	50	\$500.00	\$25,000.00
Sewer Cleaning	Foot	100,000	\$1.00	\$100,000.00
Excess Cleaning	Hour	200	\$175.00	\$35,000.00

COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2016

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

- | | | |
|----|---|------------------|
| A. | T.V. INSPECTION | \$1.00 per L.F. |
| B. | MANHOLE INSPECTIONS
60" Φ X 0' to 10' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 10' to 20' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 21' Greater - \$65.00 for man entry | |
| C. | SMOKE TESTING
\$500.00 per smoke test. Includes furnishing and distributing notices to residents. | |
| D. | MANHOLE REHABILITATION
Standard 4' diameter manholes:
Precast-Infiltration and chimney seal - \$195.00/V.F.
Brick-Structural, infiltration and chimney seal - \$225.00/V.F. | |
| E. | TRENCHLESS POINT REPAIRS
8" Repair - \$385.00/L.F.
10" Repair - \$450.00/L.F.
12" Repair - \$475.00/L.F.
15" Repair - \$510.00/L.F.
(Larger size repairs available upon request) | |
| F. | SPECIAL STUDIES
To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering office.
Field Survey/Recon - \$80.00 per hour | |
| G. | ON-CALL INSPECTION (3 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| H. | ON CALL INSPECTION (48 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| I. | SEWER CLEANING | \$1.00 per L.F. |
| J. | EXCESS CLEANING | \$175.00/hr |

The above fee structure is an estimate of our basic service offered and are negotiable based on the extent of each service required.

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The above fee structure is an estimate of our basic service offered and are negotiable based on the extent of each service required.



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	Tele Scan, Inc. 6275 E. Route 36 Decatur, IL 62521
City Project Name:	Annual Sanitary Sewer Inspection Program
City Project Number:	2016-19
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this ____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this ____ day of _____, 20____.

WORK ITEM	UNIT	ESTIMATED STUB FY 2016 QUANTITY	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
TELEVISED INSPECTIONS	FOOT	200,000 – 250,000	16,666- 20,833	16,666- 20,833	16,666- 20,833	16,666- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,834	16,667- 20,834	16,667- 20,834	16,667- 20,834
MANHOLE INSPECTIONS	EACH	50												
AS NEEDED														
SMOKE TESTING	PER MANHOLE SMOKED	20												
MANHOLE REHABILITATION	VERTICAL FOOT	100												
TRENCHLESS POINT REPAIRS	FOOT	50												
SPECIAL STUDIES	HR	60	5	5	5	5	5	5	5	5	5	5	5	5
ON-CALL INSPECTION-3	EACH	150												
ON-CALL INSPECTION- 48HR	EACH	50	16	16	16	16	17	17	17	17	17	17	17	17
SEWER CLEANING	FOOT	100,000	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,334	8,334	8,334	8,334
EXCESS CLEANING	HR	200	16	16	16	16	17	17	17	17	17	17	17	17

WORK ITEM	UNIT	ESTIMATED STUB FY 2017 QUANTITY	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
TELEVISED INSPECTIONS	FOOT	200,000 – 250,000	16,666- 20,833	16,666- 20,833	16,666- 20,833	16,666- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,834	16,667- 20,834	16,667- 20,834	16,667- 20,834
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TRENCHLESS POINT REPAIRS	FOOT	50												
SPECIAL STUDIES	HR	60	5	5	5	5	5	5	5	5	5	5	5	5
ON-CALL INSPECTION-3	EACH	150												
ON-CALL INSPECTION- 48HR	EACH	50	16	16	16	16	17	17	17	17	17	17	17	17
SEWER CLEANING	FOOT	100,000	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,334	8,334	8,334	8,334
EXCESS CLEANING	HOUR	200	16	16	16	16	17	17	17	17	17	17	17	17

WORK ITEM	UNIT	ESTIMATED STUB FY 2018 QUANTITY	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
TELEVIEWED INSPECTIONS	FOOT	200,000 – 250,000	16,666- 20,833	16,666- 20,833	16,666- 20,833	16,666- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,833	16,667- 20,834	16,667- 20,834	16,667- 20,834	16,667- 20,834
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SEWER CLEANING	FOOT	100,000	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,334	8,334	8,334	8,334
EXCESS CLEANING	HOUR	200	16	16	16	16	17	17	17	17	17	17	17	17



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Professional
 Service _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☐	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor
 _____ Date

Attested _____
 City Clerk
 _____ Date



TEL2000

OP ID: HS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.L. Hubbard Insurance & Bonds 1090 South Route 51, PO Box 14 Forsyth, IL 62535-0014 Daniel A. Martini	217-877-3344 217-877-0795	CONTACT NAME: Holli Schorey PHONE (A/C, No, Ext): 217-877-3344 E-MAIL ADDRESS: hschorey@jlhubbard.com	FAX (A/C, No): 217-877-0795
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : United Fire & Casualty Company	13021
		INSURER B : Berkley Net Underwriters	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Tele Scan, Inc
6275 E Rt 36
Decatur, IL 62521

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						Emp Ben. \$ 1M / 2M
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☒ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: All Work
City of Decatur is named as additional insured on a primary basis under the General Liability and additional insured under the Automobile; subject to written contract.

CERTIFICATE HOLDER**CANCELLATION**

TEL2007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Decatur #1 Gary K. Anderson Plaza Decatur, IL 62523	AUTHORIZED REPRESENTATIVE

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EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

STATE OF Illinois)
) ss.
COUNTY OF Macon)

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
John Latshaw Name	
6275 E. Route 36 Address	Company Address, Principal Office
Decatur, IL 62521 City, State, Zip	City, State, Zip
(217)864-2940 Telephone	Telephone Facsimile
	Website

The corporate officers are as follows:

President: John Latshaw

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Professional Service Provider except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Professional Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

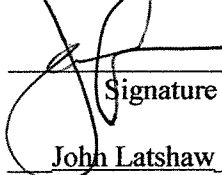
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Professional Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Professional Service Provider is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Professional Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Professional Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

PROFESSIONAL SERVICE PROVIDER



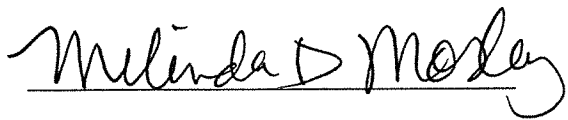
 Signature
 John Latshaw

 Printed Name

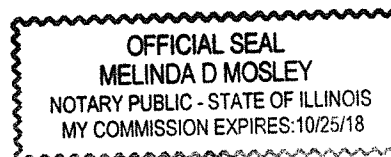
 President

 Title

SUBSCRIBED and SWORN to before me this 7 day of December, 2015.



Notary Public



COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2016

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

- | | | |
|----|---|------------------|
| A. | T.V. INSPECTION | \$1.00 per L.F. |
| B. | MANHOLE INSPECTIONS
60" Φ X 0' to 10' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 10' to 20' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 21' Greater - \$65.00 for man entry | |
| C. | SMOKE TESTING
\$500.00 per smoke test. Includes furnishing and distributing notices to residents. | |
| D. | MANHOLE REHABILITATION
Standard 4' diameter manholes:
Precast-Infiltration and chimney seal - \$195.00/V.F.
Brick-Structural, infiltration and chimney seal - \$225.00/V.F. | |
| E. | TRENCHLESS POINT REPAIRS
8" Repair - \$385.00/L.F.
10" Repair - \$450.00/L.F.
12" Repair - \$475.00/L.F.
15" Repair - \$510.00/L.F.
(Larger size repairs available upon request) | |
| F. | SPECIAL STUDIES
To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering office.
Field Survey/Recon - \$80.00 per hour | |
| G. | ON-CALL INSPECTION (3 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| H. | ON CALL INSPECTION (48 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| I. | SEWER CLEANING | \$1.00 per L.F. |
| J. | EXCESS CLEANING | \$175.00/hr |

The above fee structure is an estimate of our basic service offered and are negotiable based on the extent of each service required.

COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2017

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

- | | | |
|----|---|------------------|
| A. | T.V. INSPECTION | \$1.00 per L.F. |
| B. | MANHOLE INSPECTIONS
60" Φ X 0' to 10' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 10' to 20' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 21' Greater - \$65.00 for man entry | |
| C. | SMOKE TESTING
\$500.00 per smoke test. Includes furnishing and distributing notices to residents. | |
| D. | MANHOLE REHABILITATION
Standard 4' diameter manholes:
Precast-Infiltration and chimney seal - \$195.00/V.F.
Brick-Structural, infiltration and chimney seal - \$225.00/V.F. | |
| E. | TRENCHLESS POINT REPAIRS
8" Repair - \$385.00/L.F.
10" Repair - \$450.00/L.F.
12" Repair - \$475.00/L.F.
15" Repair - \$510.00/L.F.
(Larger size repairs available upon request) | |
| F. | SPECIAL STUDIES
To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering office.
Field Survey/Recon - \$80.00 per hour | |
| G. | ON-CALL INSPECTION (3 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| H. | ON CALL INSPECTION (48 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| I. | SEWER CLEANING | \$1.00 per L.F. |
| J. | EXCESS CLEANING | \$175.00/hr |

The above fee structure is an estimate of our basic service offered and are negotiable based on the extent of each service required.

COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2018

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

- | | | |
|----|---|------------------|
| A. | T.V. INSPECTION | \$1.00 per L.F. |
| B. | MANHOLE INSPECTIONS
60" Φ X 0' to 10' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 10' to 20' Deep - \$35.00 for above ground, \$65.00 for man entry
60" Φ X 21' Greater - \$65.00 for man entry | |
| C. | SMOKE TESTING
\$500.00 per smoke test. Includes furnishing and distributing notices to residents. | |
| D. | MANHOLE REHABILITATION
Standard 4' diameter manholes:
Precast-Infiltration and chimney seal - \$195.00/V.F.
Brick-Structural, infiltration and chimney seal - \$225.00/V.F. | |
| E. | TRENCHLESS POINT REPAIRS
8" Repair - \$385.00/L.F.
10" Repair - \$450.00/L.F.
12" Repair - \$475.00/L.F.
15" Repair - \$510.00/L.F.
(Larger size repairs available upon request) | |
| F. | SPECIAL STUDIES
To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering office.
Field Survey/Recon - \$80.00 per hour | |
| G. | ON-CALL INSPECTION (3 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| H. | ON CALL INSPECTION (48 hour On-Call)
T.V. Inspection – Emergency Basis | \$500.00 Minimum |
| I. | SEWER CLEANING | \$1.00 per L.F. |
| J. | EXCESS CLEANING | \$175.00/hr |

The above fee structure is an estimate of our basic service offered and are negotiable based on the extent of each service required.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project: 2013-19 Annual Sanitary Sewer Inspection Program

*(Professional Service Provider Name
&Address)*

Tele Scan, Inc.
6275 E. Route 36
Decatur, IL 62521

City Project No.: 2013-19

Invoice Date:

Invoice Number:

Invoice Period From:
To:

Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Professional Service
Provider's Signature: _____

Title: _____

Chapter 28, Article 10, of the City Code. All vendors with Public Works contracts with the City of Decatur shall make a good faith effort to meet the City's Minority Participation Goals for all Prevailing Wage work performed as part of this project.

- I. Description of the Minority Participation Goals Program: The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works contracts. To comply with Chapter 28, Section 10, of the City Code, **contractors will make a good faith effort to meet the following minimum goals for all work within this project requiring the payment of Prevailing Wages:**
 - A. Subcontracting is not required, but if subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 - B. Minority workers should perform **18%** of the total hours worked.
- II. Waiver: If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - A. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - B. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- III. Record Keeping and Reporting: For work items requiring Prevailing Wages, the Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

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

SECTION 10-2. DEFINITIONS:

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

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

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.
- C. A contractor shall provide evidence of meeting the City’s minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.

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

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
- (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
 - (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
 - (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

Public Works

DATE: 12/15/2015

MEMO: 2015-54

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: 2016 Annual Material Purchases for the Public Works Department

SUMMARY RECOMMENDATION: See attached explanatory memorandum.

ATTACHMENTS:

Description	Type
Memo 2016 Annual Material Purchases	Cover Memo
Resolution Accepting Bid of VCNA Prairie, Inc.	Resolution Letter
Bid Tab Material Purchase Portland Cement Concrete	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	12/17/2015 - 12:15 PM

**PUBLIC WORKS MEMORANDUM
NO. 2015-54**

DATE: December 14, 2015

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: 2016 Annual Material Purchases for the Public Works Department

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve a Resolution to approve a contract for \$151,942 with VCNA Prairie, Inc., as the lowest qualified bidder to provide portland cement concrete, beginning January 1, 2016, and ending December 31, 2016.

PRIOR COUNCIL ACTION:

The City lets material contracts annually to provide construction materials for street maintenance work performed by the Public Works Department.

BACKGROUND:

The City has material contracts open throughout the year to provide materials for street maintenance work. Many of the materials contracts are multi-year contracts, however, concrete suppliers prefer yearly contracts due to the fluctuations in commodity prices from year to year. Concrete is used primarily for street and sidewalk repairs.

Having annual contracts in place allows most of the materials to remain with the supplier and delivered to or picked up by the City as needed. This reduces the need for the City to keep and maintain extensive storage facilities.

Specifications were prepared by the Engineering Division and bids were obtained by the City's Purchasing Division. Letting results are as follows, bid tabulations are attached:

Portland Cement Concrete (All concrete materials)	
VCNA Prairie, Inc.	\$151,942.00
Capitol Ready Mix of Decatur, Inc.	\$153,000.00
Decatur Construction Services, Inc., dba: Grohne Concrete	\$153,400.00

SCHEDULE: The concrete material contract begins January 1, 2016 and ends December 31, 2016.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for the 2016 concrete material contract is provided in the general operating funds allocated to the Public Works Department and in the Motor Fuel Tax Fund. The resolution authorizes up to \$151,942 in concrete material purchases in 2016.

Staffing Impact: Staffing time is allocated for street maintenance.

This memo was written by Matt Newell, P.E., City Engineer.

Attach: 2

cc: VCNA Prairie, Inc.
Capital Ready Mix of Decatur, Inc.
Decatur Construction Services, Inc., dba Grohne Concrete

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF VCNA PRAIRIE, INC.
FOR THE PURCHASE OF PORTLAND CEMENT CONCRETE**

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

Section 1. That the tabulation of the bids received for furnishing portland cement concrete presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of VCNA Prairie, Inc., in the amount of \$151,942 be accepted, and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and VCNA Prairie, Inc., for their bid price of \$151,942.

PRESENTED and ADOPTED this 21st day of December, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: Portland Cement Concrete Project Number: 2015-09 Bid Date: December 2, 2015 Time: 4:00 P.M.				VCNA Prairie, Inc. Home Office: Bridgeview, IL Decatur Plant: 800 E. McKinley		Capital Ready Mix of Decatur, Inc. Decatur, IL		Decatur Construction Services, Inc. dba: Grohne Concrete Decatur, IL	
	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
10200401	Class PV Concrete (6 Bag)	250	CU YD	\$94.62	\$23,655.00	\$98.00	\$24,500.00	\$98.00	\$24,500.00
10200402	Class PV Concrete (6.5 Bag)	100	CU YD	\$98.62	\$9,862.00	\$101.00	\$10,100.00	\$100.00	\$10,000.00
10200403	Class PV Concrete (7 Bag)	700	CU YD	\$102.80	\$71,960.00	\$103.00	\$72,100.00	\$102.00	\$71,400.00
10200404	Class PP Concrete (6.5 Bag)	250	CU YD	\$100.80	\$25,200.00	\$101.00	\$25,250.00	\$100.00	\$25,000.00
10200405	Class PP Concrete (7 Bag)	100	CU YD	\$104.65	\$10,465.00	\$103.00	\$10,300.00	\$102.00	\$10,200.00
10200406	Controlled Low-Strength Material (CLSM)	100	CU YD	\$73.00	\$7,300.00	\$65.50	\$6,550.00	\$63.00	\$6,300.00
10200407	Delivery Fee (Less than 2 cubic yards)	10	EACH	\$100.00	\$1,000.00	\$35.00	\$350.00	\$50.00	\$500.00
10200408	Delivery Fee (2 to 5 cubic yards)	50	EACH	\$50.00	\$2,500.00	\$35.00	\$1,750.00	\$50.00	\$2,500.00
10200409	Fee for Additional Stops per Load	60	EACH	\$0.00	\$0.00	\$35.00	\$2,100.00	\$50.00	\$3,000.00
	TOTAL BIDS				\$151,942.00		\$153,000.00		\$153,400.00

Public Works

DATE: 12/14/2015

MEMO: 2015-51

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory--2412 Sands Drive

SUMMARY RECOMMENDATION: Staff recommends that the subject annexation petition be approved.

BACKGROUND:

The subject property adjoins Decatur City limits on the west, south, and east. Property to the north is located in the County. The lot contains approximately 1.2 acres. The lot is improved with a residence. The following information is relevant to the areas in question.

1. City water is currently available and connected to the subject property.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 3.4 miles and 7 miles, respectively.

POTENTIAL OBJECTIONS: No known objections.

INPUT FROM OTHER SOURCES:

The plat and annexation request has been reviewed by Engineering, Finance, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All of the reviewers recommend the annexation be approved.

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

BUDGET/TIME IMPLICATIONS: Based on the current assessed value, approximately \$668 in real estate, \$67 in motor fuel and \$231 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2015-51 Ordinance	Ordinance
2015-51 Petition	Backup Material
2015-51 Plat	Backup Material
2015-51 Vicinity Map	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	12/17/2015 - 12:13 PM

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
- 2412 SANDS DRIVE -**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith, the petition under oath of Shirley J. Cross requesting that there be annexed to the City territory described as:

Lot 8 and Lot 1 of Houston Forest Acres, as per plat recorded in Book 300, Page 350, of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as 2412 Sands Drive, Decatur, Illinois. Permanent Index Numbers 07-07-32-278-010 and 07-07-32-278-009.

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 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 December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That they are the owners of record of all the territory herein described.
2. That at least 51% of the electors who reside on the territory herein described have signed and do join in the petition.
3. That the territory herein described is not within the corporate limits of any municipality.
4. That the territory herein described is contiguous to the City of Decatur, a municipal corporation.
5. That the petitioner request that the City of Decatur, a municipal corporation, annex the following described property:

Lot 8 and Lot 1 of Huston Forest Acres, as per plat recorded in Book 300, Page 350, of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as 2412 Sands Drive, Decatur, Illinois. Permanent Index Numbers 07-07-32-278-010 and 07-07-32-278-009.

Formerly described as Lot 8 of Huston Forest Acres.

WHEREFORE, the petitioners request the above described property be annexed to the City of Decatur, a municipal corporation, in accordance with the Statues in such case made and provided.

Shirley J. Cross
Signature of Owner(s)

2412 Sands Dr
Street Address

Signature of Owner(s)

Decatur IL 62526
City, State, Zip Code

Shirley J. Cross
Printed Name of Owner(s)

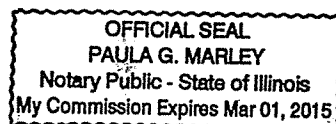
217-877-6232
Telephone Number

Printed Name of Owner(s)

Telephone Number

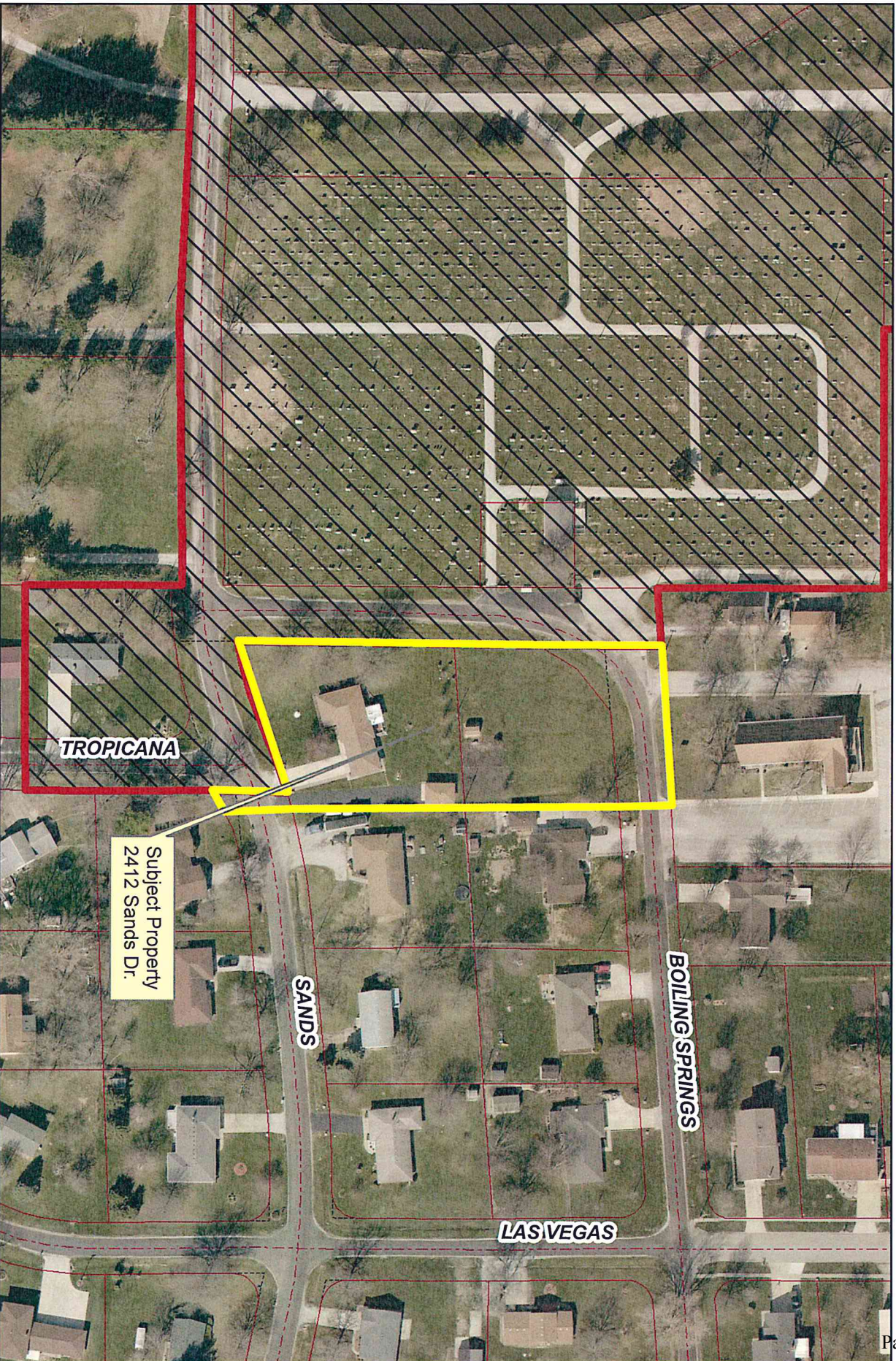
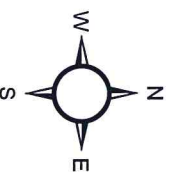
Signed and sworn to before me this

9th day of December 2014
Paula G. Marley
NOTARY PUBLIC



DATE: _____ Page 203 of 304

Property Proposed to be Annexed
Vicinity Map for 2412 Sands Drive



MINUTES OF THE MEETING
OF THE
DECATUR PLAN COMMISSION
Thursday, October 1, 2015
City Council Chamber, Decatur Civic Center

The October 1, 2015 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Glenn Livingston who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Ed Harris, Jack Myatt, Kent Newton
Susie Peck, Terry Smith, Mike Sotiroff, Glenn Livingston

Members Absent: Matt Dial

Staff Present: Suzy Stickle, Joselyn Stewart, Griffin Enyart,
Troy Hall, Patrick Hoban, John Robinson, Janet Poland

It was moved and seconded (Smith/Sotiroff) to approve the minutes of the September 3, 2015 meeting of the Decatur City Plan Commission as presented. Motion carried with Ed Harris and Susie Peck abstaining from the vote.

Mr. Kent Newton entered the meeting at 3:02 P.M.

New Business

Cal. No. 15-40	Petition of HARVEST CHRISTIAN CENTER to vacate the Alley right-of-way located between the 2100 Blocks of North Water Street and North Main Street.
----------------	--

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The petitioner is requesting to vacate the north 160 feet of the 20 foot alleyway between the 2100 Blocks of North Water and North Main Streets totaling 3,200 square feet. The vacation will enable the petitioner to control the improved alley and utilize the area as part of their property. It would allow the petitioner to construct a parking lot for their church on property they own across the alley and along North Main Street. The petitioner owns property on both sides of the alleyway to be vacated.

The adjacent property owner was notified of the vacation and no objection was expressed. All other property owners adjacent to the alleyway were notified as well as the garbage hauler as to the request to vacate, no objections were expressed.

Letters were sent to Ameren, Comcast Communications, and AT&T notifying the utility companies of the vacation request and no objections to the proposed alleyway vacation were expressed.

The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south. A blanket easement will be maintained for utilities as well as ingress/egress for the general public.

An appraisal was conducted on the 3,200 square foot alleyway. The proposed vacated alleyway has an estimated market value of \$800.00 which will be paid to the City. A second appraisal is not required.

The formal vacation of this alleyway does not appear that it will have an adverse effect on the general public.

Staff recommends approval of the alleyway vacation with the following conditions:

1. A blanket easement for the vacated alleyway shall be maintained for utilities and ingress/egress for the general public.
2. The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south.

The Administrative Policy of the City of Decatur requires that property vacation requests be submitted to the Plan Commission for a public hearing. Although a Plan Commission recommendation is not required, a motion to forward the vacation request of Calendar Number 15-40 to the City Council with a recommendation for approval is suggested.

Mr. Kirk Henneberry, representative, was sworn in by Mrs. Poland.

Mr. Henneberry stated the church is looking forward to getting a parking lot and said he would be willing to answer any questions.

There were no questions and no objectors present.

It was moved and seconded (Sotiroff/Peck) to forward Calendar No. 15-40 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 15-43

Petition of AKORN, INC. to rezone property located at 1224, 1260, 1270, 1280 and 1290 WEST GRAND AVENUE and 1390 NORTH FAIRVIEW AVENUE from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 4.7 acres and is located at 1224, 1260, 1270, 1280 and 1290 West Grand Avenue and 1390 North Fairview Avenue. The site is currently zoned R-3 Single Family Residence District and B-1 Neighborhood Shopping District and is developed with parking lots. Recently, there has been the demolition of a church and two small commercial buildings.

The petitioner proposes to rezone from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

The surrounding zoning includes B-2 Commercial District and M-1 Intense Commercial/Light Industrial District to the east and R-3 Single Family Residence District to the north, south and west. The Macon County and Decatur Comprehensive Plan shows this area as Retail and Institutional. The permitted land uses in the M-1 Intense Commercial/Light Industrial District are compatible with the land uses and adjacent zoning districts to the east.

Although the Comprehensive Plan shows this area as retail, staff is of the opinion that the expansion of the M-1 zoning district to the west of the existing industrial use would not alter the character of the general area.

If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-43 to the City Council with a recommendation for approval is suggested.

Mr. Howard Miller, representative, was sworn in by Mrs. Poland.

Mr. Miller said Akorn has acquired the properties over the last few years and they are reorganizing. They would like all of the properties zoned the same.

Mr. Jack Myatt asked if Akorn is planning on moving the driveway entrance to the existing building. Mr. Miller said not at the time.

There were no objectors present.

It was moved and seconded (Harris/Sotiroff) to forward Calendar No. 15-43 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 15-46

Petition of THOMAS JEMILO, to rezone property located at 1096 WEST DECATUR STREET from B-2 Commercial District to R-6 Multiple Dwelling District and for a Conditional Use Permit to allow for a rooftop cell tower.

Mrs. Joselyn Stewart was sworn in by Mrs. Poland.

Mrs. Stewart presented the recommendation of staff:

The subject site is developed as a multi-family residence and located at 1096 West Decatur Street.

The petitioner proposes to rezone from B-2 Commercial District to R-6 Multiple Dwelling District on the west half of their property to allow for all those uses permitted in the R-6 Multiple Dwelling District.

The east half of the site is already zoned R-6 Multiple Dwelling District therefore rezoning the west half of the property to R-6 Multiple Dwelling District will make the parcel uniform with one zoning district and the current use being in compliance with the current Zoning Ordinance.

The petitioner is also requesting a Conditional Use Permit to allow Verizon Wireless to co-locate antennas on the rooftop of the existing structure. Verizon sought out this existing structure as an attempt to avoid construction of a new telecommunication tower. According to Verizon there were no existing towers within the search radius and this building proved to be the best suited candidate in terms of radio frequency needs.

The proposed antennas will be mounted onto the existing penthouse. The height of the existing building is 46' At Ground Level (A.G.L.); the distance to the top of the penthouse will be 53' A.G.L.; and the distance to the center of the proposed antennas will be 57' A.G.L.

An equipment shelter will also be constructed for the use of the antennas. The proposed lease area will be 20' x 36' and the proposed equipment shelter which has an internal generator will be 11'6" x 21' 9 1/2". The shelter will be located on the ground at the southeast corner of the building.

The surrounding zoning includes R-6 Multiple Dwelling District and B-2 Commercial District to the north and south, R-6 Multiple Dwelling District to the east and B-2 Commercial to the west. The Macon County and Decatur Comprehensive Plan shows this area as Retail, Residential – Low Density and Schools – Public and Private. The permitted land uses in the R-6 Multiple Dwelling District are compatible with the surrounding land uses and zoning districts.

Section XXII.A.3. lists three standards which must be met in order to grant a Conditional Use Permit. The first standard requires the applicant to show that the use is "necessary for the public convenience at the location." The proposed use is generally compatible with the neighborhood and provides a service which can be utilized by area residents. Verizon will be able to provide improved coverage to their customers.

The proposed use also meets the second standard. The proposed rooftop tower is located and designed to be operated in a manner that the public health, safety and welfare will be protected.

This use also meets the third standard. The proposed rooftop tower will not cause substantial injury to the value of other properties in the neighborhood. The proposed rooftop tower will be required to meet all applicable City building and fire codes, as well as all Federal requirements.

Based on the analysis, staff recommends approval of the rezoning and the conditional use permit as submitted with the following conditions:

- a. Site Plans with all supporting documentation be submitted to and approved by the Planning Division, Fire Department and Public Works Department prior to sending to City Council.
- b. That the proposed operation be in compliance with applicable provisions of the City's adopted Building Codes, including obtaining a building permit to perform any proposed or required improvements to the existing structure.

Section XXIX. and XXII.A.2. requires the Plan Commission to hold a public hearing on a rezoning and Conditional Use Permit request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-46 to the City Council with a recommendation for approval is suggested.

Mr. Thomas Jemilo, petitioner, was sworn in by Mrs. Poland.

Mr. Jemilo stated that Verizon has identified this area as one that requires a need for improved network capacity and voice data coverage. This project will fill that need.

There were no questions and no objectors present.

It was moved and seconded (Frantz/Peck) to forward Calendar No. 15-46 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 15-47

Petition of FRED WILHITE to rezone property located at 4491 EAST REAS BRIDGE ROAD from R-1 Single Family Resident District to M-2 Heavy Industrial District.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 1.03 acres and is located at 4491 East Reas Bridge Road. The site was annexed by the City Council on September 21, 2015. Upon annexation, it was automatically zoned R-1 Single Family Residence District. It is an existing industrial site with industrial uses to the south, east and west.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-2 Heavy Industrial District to allow for all those uses permitted in the M-2 Heavy Industrial District.

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the north and Macon County's M-2 Heavy Industrial District to the south, east and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Estate. The permitted land uses in the M-2 District are compatible with the surrounding land uses and zoning districts.

Although the Comprehensive Plan shows this area as residential, the area is clearly industrial in nature as the adjacent uses to the south, east and west are industrial. The County has zoned the adjacent properties as M-2 Heavy Industrial District, so there is minimal chance that this will become residential.

If the property is rezoned to M-2 Heavy Industrial District, the use of the property will then be in compliance with the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-47 to the City Council with a recommendation for approval is suggested.

Mr. Fred Wilhite, petitioner, was sworn in by Mrs. Poland.

Mr. Wilhite said that prior to annexing the property it was zoned M-2 Heavy Industrial District. He is requesting that the property return to the M-2 District.

There were no questions and no objectors present.

It was moved and seconded (Myatt/Sotiroff) to forward Calendar No. 15-47 to the City Council with a recommendation for approval. Motion carried unanimously.

There being no further business, it was moved and seconded (Harris/Sotiroff) to adjourn the meeting. Motion carried unanimously. Chairman Glenn Livingston declared the meeting adjourned at 3:18 P.M.



Kent Newton, Secretary
Decatur City Plan Commission

Police Department

DATE: 12/4/2015

MEMO: 15-81

TO: Honorable Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
James E. Getz Jr., Acting Chief of Police

SUBJECT: The purpose of this memorandum is to request the expenditure of funds in January, 2016 to Motorola Solutions, Inc., for the annual Motorola System / Service Upgrade Agreement.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the Decatur Police Department pay Motorola Solutions for the system/service upgrade agreement at the cost of \$23,799.96 to be paid out of the designated Police Communications budget account in January 2016.

BACKGROUND:

The City of Decatur signed an annual system and service upgrade agreement with Motorola Solutions on December 27, 2013, for the commencement date of January 1, 2014, and expiring on December 31, 2019. The Motorola System/Service Upgrade agreement provides the system owner (City of Decatur) with the software, hardware, and implementation services required to execute system infrastructure upgrades.

POTENTIAL OBJECTIONS: None Anticipated

STAFF REFERENCE: Deputy Chief of Police David T. Dickerson, 424-2740, ddickerson@decaturil.gov

BUDGET/TIME IMPLICATIONS:

Payment is due January 21, 2016. If approved, a Purchase Order will be requested the first week of January. This expense has been budgeted in the Police Communications budget.

ATTACHMENTS:

Description	Type
Resolution for Expenditure of Funds - Motorola System Service Upgrade Agreement	Resolution Letter
Motorola System/Service Upgrade Agreement	Backup Material
Motorola Invoice	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	Bright, Debbie	Approved	12/17/2015 - 12:17 PM

RESOLUTION NO. R2015-_____

**RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS
MOTOROLA SYSTEM SERVICE UPGRADE AGREEMENT
DECATUR POLICE DEPARTMENT**

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

Section 1. That the invoice presented to the City Council herewith with Motorola Solutions, Inc. regarding the Annual System and Service Upgrade Agreement for the Decatur Police Department Emergency Communications Center 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 Purchase Order, after January 1, 2016, on behalf of the City of Decatur to Motorola Solutions, Inc. in an amount not to exceed \$23,799.96 for the period of January 1, 2016 and expiring December 31, 2016.

PRESENTED and ADOPTED this 21st day of December, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

ASTRO 25 System Upgrade Agreement II ("SUA II")

Motorola Solutions, Inc. ("Motorola"), and Decatur Police Dept. ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products and services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B "ASTRO 25 System Upgrade Agreement II Statement of Work" dated May 1, 2013
Exhibit C "Pricing" dated Nov 14, 2013

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. "Contract Price" means the price for the purchased period of SUA II coverage, excluding applicable sales or similar taxes and freight charges.

2.3. "Effective Date" means that date upon which the last Party executes this Agreement.

2.4. "Equipment" means the equipment provided by Motorola under this Agreement.

2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.8. "Non-Motorola Software" means Software that another party owns.

2.9. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.10. "Products" means the Equipment and Software provided by Motorola under this Agreement.

2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the

Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished by Motorola under this Agreement.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the purchased period of SUA II coverage is completed.

3.4. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with an agreed Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this Agreement and the annual payments can be processed solely against this Agreement.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$173,000.28. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer annually in advance of each year of SUA II coverage. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pay all freight charges. Title and risk of loss to the Equipment will pass to Customer upon delivery to the Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Decatur Police Dept.
333 S. Franklin
Decatur, IL 62523

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Decatur Police Dept.
333 S. Franklin
Decatur, IL 62523

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, licenses, and the like; and access to the applicable work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. SERVICE WARRANTY. Motorola warrants that its services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, re-perform the non-conforming service, refund the price of the defective Equipment or Motorola Software or refund, on a pro-rata basis, the fees paid for the non-conforming service. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the Customer for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, MOTOROLA SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

11.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

11.2. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Products provided and Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Products, Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

11.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of System Upgrade payments for the original Term. Annual discounts for the Term can be found on Exhibit C.

Section 12 INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to

Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the latest annual amount invoiced for the SUA II period of coverage with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a

"need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Decatur Police Dept.
Attn: Brad Sweeney
333 S. Franklin
Decatur, IL 62523
fax: (217) 424-2766

Motorola Solutions, Inc.
Attn: Law Department
1303 East Algonquin Road, IL01 / 8th Floor
Schaumburg, IL 60196
fax: (847) 576-0721

15.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software), Section 3.6 (Non-Motorola Software); if any

payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Decatur Police Dept. ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B**STATEMENT OF WORK****ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)****1.0 Description of Service and Obligations**

- 1.1 As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 Motorola agrees to provide minor software upgrades, known as “patch releases”, which may include commercial Operating Software (“OS”) and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola’s service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola’s discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions from the current shipping release version.
- 1.4 The parties agree that ASTRO 25 system release upgrades are considered “major” upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola’s Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola’s option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.
- 1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

- 1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite), network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.8 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this Agreement.
- 1.9 The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:
 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed:
 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators
 - 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks

- 1.12.10 Motorola Gold Elite Gateways
 - 1.12.11 ASTROTAC Comparators
 - 1.12.12 PSC 9600 Site Controllers
 - 1.12.13 PBX Switches for Telephone Interconnect
 - 1.12.14 NFM/NFM XC/MOSCAD RTU
- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15 As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period.:
- 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola agrees to issue the Software Maintenance Agreement (“SMA”) bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.20 Coverage Continuity.

- 1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

- 1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.
- 1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 1.21.3 Provide or purchase labor to implement optional system release features or system expansions.
- 1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.
- 1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.
- 1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.
- 1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.
- 1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

- 2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

- 2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- NICE Full Inform
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software (“PSA”)
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as Microwave terminals and association multiplex equipment
- 2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola’s software intellectual property rights.
- 3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include



repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

- 3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.
- 3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:
- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
 - Customer breaches the Software License Agreement or other applicable agreement
 - Customer's rights to use the software under the Software License Agreement expire or are terminated
 - Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14 (planned)
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14 (planned)	7.15 (planned)
Nov-13	R7.14 (planned)	7.15 (planned)	7.16 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	0
RF System	
Voice RF Sites & RF Simulcast Sites	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Subscribers	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0



Appendix C – Security Update Service (SUS) Statement of Work

The customer has chosen not to receive Security Update Service (SUS) coverage.



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001022838
Contract Modifier:

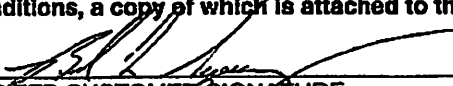
Date: 11/14/2013

Company Name:	Decatur Police Dept
Attn:	
Billing Address:	333 S Franklin
City, State, Zip:	Decatur, IL, 62523
Customer Contact:	Lt. Brad Sweeney
Phone:	(217) 424-2740

Required P.O.: No
Customer #: 1000750506
Bill to Tag #: 0001
Contract Start Date: 01/01/2014
Contract End Date: 12/31/2019
Anniversary Day: Dec 31st
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SUA II	Total Services		\$143,100.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total		\$143,100.00
		Taxes	-	-
		Grand Total		\$143,100.00
Six Annual Invoices: 2014 - \$23,600 2015 - \$23,700 2016 - \$23,800 2017 - \$23,900 2018 - \$24,000 2019 - \$24,100		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
		Subcontractor(s)	City	State
		MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
		MOTOROLA SOLUTIONS - T5 SYSTEMS UPGRADE (CB705)	BROADVIEW HEIGHTS	OH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.


AUTHORIZED CUSTOMER SIGNATURE LT. SWEENEY 12-27-13
TITLE DATE

LT. BRAD SWEENEY
CUSTOMER (PRINT NAME)


MOTOROLA REPRESENTATIVE(SIGNATURE) CSM 1/21/14
TITLE DATE

Bob Stallwitz 309-353-4140
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Decatur Police Dept

**MOTOROLA****MOTOROLA SOLUTIONS, INC.**1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at :www.motorolasolutions.com

INVOICE

Page 1 of 1

TOTAL INVOICE AMOUNT: \$23,799.96

MOTOROLA INVOICE NUMBER: 78323957

INVOICE DATE: 01/01/2016

PAYMENT DUE: 01/21/2016

CUSTOMER ACCOUNT NUMBER: 1000750506 0001

PURCHASE ORDER DATE:

YOUR PURCHASE ORDER NUMBER:

BILL TO DECATUR POLICE DEPT

333 S FRANKLIN
DECATUR, IL 62523For questions concerning this Invoice please contact
Motorola at: 1-800-422-4210

00265-00188-00164

Payment Terms: NET 20

Sales Order Number: S00001022838

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail

Dur(Mo.)	Model Number	Description	Qty	Unit Price	Amount
BILLING FOR YOUR SERVICE AGREEMENT					
SERVICE PERIOD FROM 01-JAN-16 TO 31-DEC-16					
MOTOROLA CONTRACT # S00001022838					
SERVICES CONTRACTED:					
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES			
12	SITE(S)		1	408.33	4,899.96
	SVC04SVC0202A	SP SOFTWARE MAINT AGREEMENT			
12	SITE(S)		1	458.33	5,499.96
	SVC04SVC0204A	SP SYSTEM UPGRADE AGREEMENT II			
12	SITE(S)		1	1,116.67	13,400.04
SUBTOTAL					23,799.96
PLEASE PAY THIS AMOUNT (PAYMENT DUE: 01/21/2016)					23,799.96

Detach here and return bottom portion with your payment

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
78323957	1000750506 0001	01/21/2016

Payment Coupon

Invoice Total	Amount Paid
\$23,799.96	

Please put your Invoice Number and your Customer Account Number
on your check for prompt processing

DECATUR POLICE DEPT

333 S FRANKLIN
DECATUR, IL 62523

Send Payment To:

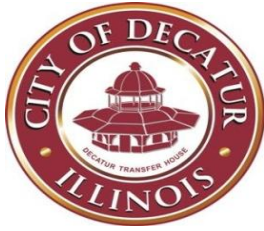
**MOTOROLA****MOTOROLA SOLUTIONS, INC.**
13108 Collections Center Drive
CHICAGO, IL 60693

ATTACHMENTS:

Description	Type
Financial Commentary	Cover Memo
Financial Report	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	12/17/2015 - 12:20 PM



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report November 2015

City Financial Position

The City of Decatur financial position remains stable, but delicate, at the present time. The position can be impacted by changes in the local economy and distributions of taxes from the State of Illinois that are outside the control of the City.

The 2015 budget for the City was approved on December 1, 2014 by the City Council with Council Resolution 2014-138 with General Fund budgeted Revenue of \$63.2 million and Expense of \$64.7 million. This includes a cash basis deficit of \$1.5 million, a direct result of the cash basis occurrence of the 27th payroll in fiscal 2015. The occurrence of the 27th cash basis payroll presents no negative result on City operations, cash flow or financial performance when viewed on an accrual basis, which is the final reporting measure viewed externally by the finance community in any credit rating for bond or other debt issuance. The General Fund budget was amended with Ordinance 2015-10, annual appropriation ordinance, to Revenue of \$63.5 million and Expense of \$65.0 million.

Challenges and unknowns remain for 2015.

- A new Governor in the State House and how the State budget is affected,
- The implication of the State “roll back” of the “temporary” income tax increase,
- Continued development of the local economy,
- Manufacturing employment in the local economy,
- Economic development success in the City and region

All of these factors will have significant impact on the financial position, condition, development and progress of the City of Decatur in 2015.

In addition, we have challenges facing the City in the funding for City priorities including:

- Equipment replacement,
- Road and street maintenance,
- Neighborhood restoration and improvement, including blighted property removal

The City and Council will work together to explore the possibilities to affect positive change and to explore the possibilities to fund the actions that will be required to continue to move the City of Decatur forward in 2015.

Current Financial Affairs

Cash Position

Cash position of the city remains stable with \$57.5 million in cash & investment balance as of November 30, 2015. The General Fund cash position is \$3.0 million.

The Recycling Fund made a cash payment to the Water Operating Fund in the month of October in the amount of \$100k million thereby reducing the Recycling Fund outstanding cash advance due to the Water Operating Fund to \$100k. The Recycling Fund will repay the Water Operating Fund in fiscal 2015 and beyond as Recycling Fund cash flow allows.

The City cash position decreased to \$57.5 million as of November 30 versus the level of \$62.4 million as of the end of October, 2015. The cash decrease is primarily the result of the payment of contractor invoices for the Lake Decatur dredging initiative, contractor payments from the motor fuel tax fund and timing of expense versus revenue receipts in the general fund and the public transit fund.

The General Fund cash position is \$3.0 million as of the end of November, 2015, and represents a decrease from the General Fund cash position of \$3.3 million as of the end of October, 2015. The in month November General Fund performance was a cash deficit of \$0.3 million, resulting in the General Fund cash position decrease versus the cash position at the end of October. The November deficit resulted from State failure to distribute video gaming (\$82k) and use tax (\$128k) revenues to local governments in the month of November.

City Council and City Administration previously defined a desired General Fund cash balance reserve position of \$5.0 million as a target for cash balance in the General Fund. In 2014 goal setting sessions with the City Council, the City proposed a revised target for General Fund cash reserve of a minimum 45+ day cash reserve of General Fund annual expenditure. The Government Finance Officers Association (GFOA), a recognized authority in municipal government best practice policy matters, recommends a general fund cash reserve that provides coverage of 1-2 months of general fund expenditures. The target reserve level of \$8 million to \$11 million is derived from this best practice recommendation. Achievement of the best practice General Fund reserve level in the \$8-11 million range is a mid-term period target of the City to secure a best practice cash reserve level for the General Fund.

General Fund Position

City General Fund Position of revenue received versus expense incurred to date is as follows for the period ending November, 2015.

\$ (000)	Budget (4)	Year To Date (1)	Budget Target (2)	% vs Target (3)
Revenue	63,460	56,701	58,891	(4)%
Expense	65,010	57,096	58,714	(3)%
Surplus(deficit)	(1,550)	(395)	177	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget, as amended with annual appropriation ordinance 2015-10

General Fund Revenue Comments

Certain major general fund revenue items are tracking in the range of, or above expected receipt levels, versus the full year budget. However, several of the more significant tax distributions within the range of the budget are in fact below budget, i.e., sales tax, use tax, utility tax(s) and video gaming tax. The shortfalls in these tax items collectively aggregate to the 4% revenue shortfall to date.

Alert - The Statehouse passed legislation in early December to release the suspended DofR distributions of video gaming tax, motor fuel tax, and local use tax. It is unclear when the suspended distributions will commence and whether the distributions will be released in total or in tranches, and whether the City will receive the suspended distributions yet in fiscal 2015.

Alert - The video gaming distribution is now 5 months in arrears (July, August, September, October, November) amounting to \$374k, the motor fuel tax distribution 4 months in arrears (August, September, October, November) amounting to \$664k, and the local use tax distribution 3 months in arrears (September, October, November) amounting to \$419k.

Alert - The total funds not distributed to the City as a result of the budget stalemate is \$1,457k as of the end of November, with the City General Fund impacted by \$793k (video gaming and local use tax).

Alert - IDOT has released information that the MFT suspended distributions will commence in December and be released each week until the distributions are caught up, at the same time noting that the suspended distributions will not be fully released until mid January, 2016. The City did in fact receive the suspended August MFT distribution on December 10 in the amount of \$192k, consistent with the dollar amount reported in July as the City of Decatur MFT month of August distribution.

Alert - The State of Illinois is two months in arrears in the distribution of income tax, whereas the City has not received the October and November distributions, amounting to \$1.3 million. The State made two distributions in January; no distribution in February, one distribution each in March, April, May, June, July, August, two distributions in September, no distribution in October and one distribution in November. To date in 2015, the City has received 11 income tax distributions.

Alert - With the state income tax distribution received in November, the City has now received \$7.3 million of the \$7.6 million full year budget expectation, or 96% of the full year budget, placing the City ahead of budget. Should the City receive the "October" income tax distribution in December (2 months in arrears) as has been posted by the DofR in the amount of \$777k, the City will receive in fiscal 2015 a total income tax distribution of \$8.0 million, 6% above the 2015 budget expectation. This level of income tax distribution would be the highest level received in the last 5 fiscal years dating back to 2010.

The City remains cautious as we await the outcome of the continued budget stalemate in the statehouse.

City Administration will continue to monitor the development of state income tax, state and local home rule sales tax distributions to the City as well as all other key revenue contributors.

Key Economic Driven General Fund Revenues

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. With eleven months into the twelve month cycle, the year-to-date benchmark is 92% of the full year budget revenue.

\$ (000)	2015 Budget	2015 YTD	YTD % of Year Budget	2014 YTD	% Change yr vs yr
State Sales Tax	11,829	10,524	89%	10,377	1%
Local Sales Tax	10,954	9,312	85%	9,492	(2)%
State Income Tax	7,600	7,263	96%	6,564	11%
Food & Beverage Tax	3,112	2,889	93%	2,768	4%
Telephone Tax	2,189	1,896	87%	2,038	(7)%
Utility Tax (Gas & Elec)	1,736	1,426	82%	1,519	(6)%
State Local Use Tax	1,492	1,086	73%	1,276	(15)%
Cable TV Tax	1,109	1,098	99%	1,082	1%
State Replacement Tax	1,132	1,126	99%	1,042	8%
Hotel Motel Tax	652	638	98%	593	8%
Video Gaming Tax	535	328	61%	481	(32)%

Sales Tax – to date, **state sales tax is 3% behind the budget target; local sales tax is 7% behind the budget target.** State sales tax revenue to date is 1% ahead of one year ago, while local sales tax revenue is 2% behind one year ago. This revenue stream is **“the primary funding source driver”** financing the general fund, representing a revenue stream approaching \$23 million or 36% of the general fund revenue.

State Income Tax – **to date 4% ahead of the full year target and 11% above one year ago.** The 2015 budget was conservatively projected (as we envisioned at the time of the 2015 budget development), however, the distributions are at best difficult to project. The December distribution has been published by the Illinois DofR, the distribution, if received, will result in a total in year income tax revenue from the State of \$8.0 million. This revenue stream is **“a primary funding source driver”** financing the general fund, representing a revenue stream of \$7.6 million (original budget) or 12% of the general fund revenue.

Telephone Tax – to date 5% behind the full year target at this point of the year, the to-date distribution is 7% below one year ago. We continue to attribute the decline versus the prior year to the continued consumer shift to mobile telephones eliminating land line telephones, thereby reducing the number of telephone lines available to tax.

Gas & Electric Utility Tax – to date 10% behind the full year budget target and below the prior year by 6%. We attribute the reduction versus one year ago to the less severe winter in 2015 versus 2014.

State Replacement Tax - to date above the full year target and 8% above one year ago. The 2015 budget was conservatively projected (as we envisioned at the time of the 2015 budget development), however, the distributions are at best difficult to project.

Hotel Use Tax - to date 6% above the full year target and 8% above one year ago. With the current position, the previously predicted recovery has occurred over the summer season months with further benefit resulting from the Farm Progress Show in early September. A good year for hotel use tax.

Video Gaming Tax – no distributions received in July, August, September, October and November as the state has declared that no video gaming tax distributions can be made without a state budget and the resultant appropriation. The distributions not received amount to \$374k. The current range of video gaming distribution to the City is on the order of \$75-80k per month. We can live in the short term without this distribution, however, longer term will place further strain on our general fund balance.

General Fund Expense Comments

General Fund expense in the month of \$4.1 million was below the budget expectation of \$4.2 million. To date, General Fund expense is below budget by 3%. City staff continues to rationalize and control expenditures in light of the to-date revenue shortfalls and the uncertainty of state house funding to local governmental agencies.

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

Drug Enforcement	\$0.8 million	Earmarked for police capital as available (\$0.6 million available)
Motor Fuel Tax	\$1.0 million	Earmarked for street repair and maintenance. State has suspended the distribution of MFT tax revenue to local governments, 4 months for amounting to \$664k.
2010 Bond Construction	\$0.4 million	Remaining bond fund monies are earmarked for Garage B & C repairs. Cash balance will continue to decline as the projects are completed and construction costs are paid to contractors.
Capital Projects	\$0.1 million	No in year funding is available from General Fund sources. The funding level is substandard to maintain sufficient cap-ex investment requirements properly securing city assets
Debt Fund	\$6.6 million	Earmarked for debt payments on current debt issues
Equipment Replacement	\$0.3 million	Earmarked for emergency replacement of capital equipment. Cash position and lack of in year funding is substandard to maintain capex replacement schedules
Risk Management Fund	\$3.1 million	Coverage level required for ongoing business insurance costs including liability, property, workers compensation
Employee Insurance Fund	\$0.2 million	Coverage for healthcare and other EE benefit expense. Cash position is substandard to the level of adequate cash reserve necessary – desired cash reserve is \$1.5 million
MIS Information Technology	\$0.0 million	Earmarked for technology improvements to City IT infrastructure. MIS Operations were moved to the General Fund with the 2015 budget. Fund balance will be liquidated during this fiscal year
Mass Transit Operations	(\$0.5) million	Awaiting distribution expected in November. State fiscal Q1 IDOT operating grant distribution was received on December 10 in the amount of \$977k. The Q2 operating grant of approximately \$1.0 million is in process and will likely not be received before year end. Transit will end the fiscal year in a cash deficit which will be secured by an inter-fund loan to shore up the year-end cash balance avoiding negative audit findings. Typical balance in mass transit funds – funding provided by state and federal grant receipts – no provision for replacement capex beyond grant funding.
Storm Water Fund	\$0.7 million	Balance will increase as new funding source revenue is received to fund currently defined storm water projects.
Sewer Fund	\$5.7 million	Balance available and revenue flow will fund currently defined sewer projects – longer term prospects for required sewer infrastructure capex replacement and pending US EPA mandates will require increased revenue flow to sustain
Water Utility Funds	\$9.9 million	Includes \$1.2 million of Johnson Controls Initiative monies earmarked for project completion investment payment and \$1.0 million in ADM capital cost contribution. Current remaining balance of \$7.7 million represents a 3+

		month reserve of water operating expense – best practice reserve is 2+ months – the water rate increases effective May 1, 2013 and beyond has allowed City to finance cap-ex and secure the best practice reserve. The Water Utility Fund continues to operate in accordance with the price increase model expectations
Public Library Fund	\$1.0 million	As discussed in previous financial reports, the Library fund runs out of cash in Q2 of each year. This annual phenomena occurs each year at this time as the Library has no cash reserves and relies on the City to bridge the gap until the Library receives the property tax distribution in June. The Library overdraft is covered by the City without interest financing cost to the Library. City has determined that a reserve cash balance of \$250k is required to secure the Library cash balance without having to rely on the City to cover the overdraft.
Library Capital Fund	\$0.1 million	Newly created fund earmarked for future CapEx requirements
Library Trust Fund	\$0.3 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use

Trust & Agency Fund balance of \$140.5 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

The City invested \$30 million in US Treasury Bonds in the month of November. The investment schedule on page 4 of the Treasurer's financial report provides the details of the investments. The investments are comprised of \$20 million of 2015 bond proceeds and \$10 million of pooled cash.

The \$20 million of 2015 bond proceeds invested in treasury bonds are scheduled to mature throughout 2016 in line with the anticipated cash flow requirements to pay the cost of the Lake Decatur dredging initiative.

The \$10 million of pooled cash invested in treasury bonds are scheduled to mature over the next 1-3 years.

The interest earnings from these investments are projected to be in the range of \$200k.

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

Debt

Debt outstanding as of December 31, 2014 is \$132.8 and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2015 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

New debt instruments in 2015 include issuance of \$23.3 million par value 2015 series bonds for the continuation of the Lake Decatur Dredging initiative, potential debt issue for funding to jump-start required street and road repair within the City footprint, and certain capital leases for the replacement of City fleet vehicles during the course of 2015.

The 2015 Series General Obligation Bond issue closing occurred on September 3, 2015. The par value of the debt issue is \$23.305 million.

Outstanding debt projected at December 31, 2015 is \$149.6 million.

Revenue Tracking

Revenue received in the eleven fiscal months ended November of \$165.0 million is 88% of the annual revenue budget of \$188.0 million.

State of Illinois distribution of income tax revenues to local governmental entities is two months delayed, as of November 30, 2015. The amount due to the City of Decatur General Fund is \$1.3 million.

Of note, the property tax revenues received by the City according to the Tax Levy in effect, provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, provide City funding for approximately 20% of the City contribution to the IMRF (Illinois Municipal Retirement Fund) covering City Management and AFSCME employees, and provides funding for the City contribution to the Decatur Municipal Band.

The cost of day to day City government operations as well as capital spending requirements of City operations, including general government, public safety police and fire protection, public works streets & municipal services and infrastructure operations, are not funded by property tax revenues, but rather are funded by other taxes including locally imposed or state distributed sales & use tax, income tax, food & beverage tax, hotel/motel tax, utility tax, and other minor tax.

Property Tax in 2015

The 2014 property tax levy, approved by Council in December, 2014, for a tax levy amount of \$11.8 million, was certified by the State of Illinois in early May. Property Tax bills have been issued by the Macon County Treasurer with 1st payments due in early June. The City received the 1st property tax distribution on June 26, 2015 and the 2nd property tax distribution on September 28, 2015.

Equalized assessed value ("EAV") for the 2014 EAV period, with property tax payable in 2015, amounted to \$822,152,764, a decline in EAV of 1.9% versus the prior year EAV of \$838,097,609. The City had predicted a decline of 0.9%.

The City property tax rate for 2014 EAV with tax payable in 2015 is 1.43527% versus the prior year tax rate of 1.40607%. The City property tax rate remains at 15% of the total property tax rate for City property owners.

The extended property tax levy is \$11,800,111.76, thus being the total amount of City property tax revenues billed to City property owners in 2015.

To date civil city property tax distributions amount to \$10.9 million of the expected full year collection amount of \$11.6 million, or 92% of the full year expectation.

To date TIF Redevelopment District property tax distribution received is \$1.473 million of the expected full year collection of \$1.541 million, or 94% of the full year expectation.

Expenditure Tracking

Expenditures to November of \$150.3 million are 77% of the revised full year budget of \$195.8 million, which represents a 15% to date under spending situation versus the annual budget.

Water Utility

The financial performance of the City Water Utility is illustrated on the two (2) page summation. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved to date is a profit of \$4.4 million on revenues of \$23.3 million. The profit performance achieved to date compares favorably to the year-to-date budget of \$1.2 million, mainly the result of revenues above target (\$1.8 million) and operating expense below target (\$1.3 million).

The favorable results are attributed to the price increase actions taken in May of 2013, 2014 and 2015, and controlled spending in operating expense which to date in 2015 is below budget.

The Water Utility continues to perform in accordance with our expectations envisioned in the water model to fund the future CapEx and debt service requirements of the operation, including the \$90 million Lake Decatur dredging initiative.

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

Headcount Staffing

Current full time staffing level is 482 FTE's versus budget of 491 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
December 11, 2015



Fiscal Year 2015

Fiscal Period Ending November, 2015

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: November, 2015

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</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	3,334,168.34	3,794,562.59	4,120,888.05	(2,240.59)		3,005,602.29		3,005,602.29	0.00
12	Special Revenue Funds PLANNING FUND	229,739.32	12,555.42	65,818.28	(0.00)		176,476.46		176,476.46	
17	HOME FUND	205,673.24	48,727.25	44,546.99	0.00		209,853.50		209,853.50	
18	CDBG FUND	4,579.51	53,819.18	52,660.17	(0.00)		5,738.52		5,738.52	
22	DUATS FUND	55,035.69	55,965.00	1,325.98	0.00		109,674.71		109,674.71	
25	DRUG ENFORCEMENT FUND	794,389.29	29,485.03	44,819.34	8,450.32		787,505.30		787,505.30	
26	DUI FINES AND FEES FUND	115,490.27	6,795.75	11,231.27	0.00		111,054.75		111,054.75	
27	POLICE LAB & PROGRAMS	36,822.21	876.08	298.84	(0.00)		37,399.45		37,399.45	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	264,117.43	(68.16)	0.00	0.00		264,049.27		264,049.27	
35	LIBRARY FUND	1,320,604.90	20,067.82	312,230.43	0.00		1,028,442.29		1,028,442.29	
36	MUNICIPAL BAND FUND	7,507.63	15,375.67	1,175.03	0.00		21,708.27		21,708.27	
39	JUSTICE ADMIN GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
46	MOTOR FUEL TAX FUND	2,237,633.64	46.94	1,237,970.41	(0.00)		999,710.17		999,710.17	
47	MAJOR MOVES	79,735.46	2.31	0.00	0.00		79,737.77		79,737.77	
49	FIRE CAPITAL FUND	27,128.77	14,382.39	0.00	0.00		41,511.16		41,511.16	
58	LIBRARY CAPITAL	130,039.04	10,003.92	0.00	0.00		140,042.96		140,042.96	
59	LIBRARY TRUST FUNDS	280,296.68	572.44	2,085.17	0.00		278,783.95		278,783.95	
83	NEIGHBORHOOD IMPROVEMENTS	68,946.92	1.98	1,184.16	0.00		67,764.74		67,764.74	
85	GRANT FUND	22,310.00	32,710.09	48,066.09	0.00		6,954.00		6,954.00	
	Total Special Revenue Funds	5,880,050.00	301,319.11	1,823,412.16	8,450.32	0.00	4,366,407.27	0.00	4,366,407.27	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	907.25	0.03	0.00	0.00		907.28		907.28	
20	SE PLAZA TIF FUND	552,337.08	9,016.15	0.00	0.00		561,353.23		561,353.23	
21	WABASH CROSSING TIF	65,065.03	1.72	11,852.00	0.00		53,214.75		53,214.75	
23	EASTGATE TIF FUND	660.90	17,228.50	0.00	0.00		17,889.40		17,889.40	
24	SOUTHSIDE TIF FUND	17,869.43	0.52	0.00	0.00		17,869.95		17,869.95	
28	PINES SHOPPING CENTER TIF	48,949.17	3,051.46	0.00	0.00		52,000.63		52,000.63	
29	GRAND & OAKLAND TIF	37,558.82	5,001.16	0.00	0.00		42,559.98		42,559.98	
	Total TIF & Redevelpmnt Funds	723,347.68	34,299.54	11,852.00	0.00	0.00	745,795.22	0.00	745,795.22	0.00
40	Capital Funds PEG CAPITAL FUND	153,156.02	7,070.32	31.73	0.00		160,194.61		160,194.61	
43	2010 PROJECT FUND	388,031.07	11.05	14,126.35	0.00		373,915.77	0.00	373,915.77	
45	CAPITAL PROJECT FUND	105,338.62	3.05	0.00	0.00		105,341.67		105,341.67	
	Total Capital Funds	646,525.71	7,084.42	14,158.08	0.00	0.00	639,452.05	0.00	639,452.05	0.00

City of Decatur
Treasurer's Cash Report

Month of: November, 2015

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</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	5,503,023.10	1,061,083.52	0.00	0.00		6,564,106.62		6,564,106.62	0.00
							6,564,106.62			
60	Internal Service Funds FLEET MAINTENANCE	68,569.97	208,526.40	193,623.13	0.00		83,473.24		83,473.24	
61	EQUIPMENT REPLACEMENT	312,556.52	11.26	63.70	0.00		312,504.08		312,504.08	
64	RISK MANAGEMENT	2,954,282.38	220,637.20	115,374.39	0.00		3,059,545.19		3,059,545.19	
65	INSURANCE FUND	295,403.30	740,996.38	786,946.35	0.00		249,453.33		249,453.33	
67	MIS - OPERATIONS	24,243.17	0.00	1,331.25	0.00		22,911.92		22,911.92	
	Total Internal Service Funds	3,655,055.34	1,170,171.24	1,097,338.82	0.00	0.00	3,727,887.76	0.00	3,727,887.76	0.00
70	Enterprise Funds MASS TRANSIT - OPERATION	(98,008.67)	34,430.14	443,176.94	0.00		(506,755.47)		(506,755.47)	
78	STORM WATER	622,968.79	114,497.26	58,585.76	0.00		678,880.29		678,880.29	
79	SEWER FUND	5,500,702.67	757,860.00	508,889.19	0.00		5,749,673.48		5,749,673.48	
80	WATER FUND	8,187,433.46	1,826,995.30	2,616,400.63	(40,153.59)		7,357,874.54		7,357,874.54	100,000.00
81	WATER CAPITAL	2,953,727.74	65.15	400,642.99	(0.00)		2,553,149.90		2,553,149.90	
82	DCDF FUND	92,064.57	3,630.66	172.72	(0.00)		95,522.51		95,522.51	
88	RECYCLING PROGRAM	50,067.76	60,657.57	48,175.15	0.00		62,550.18		62,550.18	(100,000.00)
89	WATER BOND	25,324,475.40	693.19	2,843,608.42	(0.00)	(20,000,000.00)	2,481,560.17	20,000,000.00	22,481,560.17	0.00
	Total Enterprise Funds	42,633,431.72	2,798,829.27	6,919,651.80	(40,153.59)	(20,000,000.00)	18,472,455.60	20,000,000.00	38,472,455.60	0.00
90	Trust & Agency Funds FIRE PENSION FUND	1,351,942.75	214,593.23	625,694.63	0.00	(94,175.24)	846,666.11	60,903,981.64	61,750,647.75	
91	POLICE PENSION FUND	1,226,232.58	216,234.61	629,833.57	0.00	(98,863.90)	713,769.72	77,997,964.43	78,711,734.15	
	Total Trust & Agency Funds	2,578,175.33	430,827.84	1,255,528.20	0.00	(193,039.14)	1,560,435.83	138,901,946.07	140,462,381.90	0.00
Total City Funds		64,953,777.22	9,598,177.53	15,242,829.11	(33,943.86)	(20,193,039.14)	39,082,142.64	158,901,946.07	197,984,088.71	0.00
Pooled Cash Investments		0.00	0.00	0.00	0.00	(10,000,000.00)	(10,000,000.00)	10,000,000.00	0.00	
Memorandum Items										
City Funds ex Trust & Agency		62,375,601.89	9,167,349.69	13,987,300.91	(33,943.86)	(30,000,000.00)	27,521,706.81	30,000,000.00	57,521,706.81	0.00

City of Decatur
Treasurer's Investment Report

Month of: November, 2015

Water Bond

Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased	Total Invested	Interest Earned	Accrued Interest Receivable	Interest Received YTD	Estimated Income	
US Treasury Bond	01/15/16	0.37500%	1,020,000.00	1,020,398.44	1,382.40	1,021,780.84	62.37	1,444.77	0.00	3,825.00	ok
US Treasury Bond	05/15/16	0.25000%	2,300,000.00	2,298,832.04	157.97	2,298,990.01	94.78	252.75	0.00	5,750.00	ok
US Treasury Bond	06/15/16	0.50000%	2,300,000.00	2,300,988.29	5,121.58	2,306,109.87	188.53	5,310.11	0.00	11,500.00	ok
US Treasury Bond	07/15/16	0.62500%	2,900,000.00	2,902,605.48	6,550.61	2,909,156.09	295.52	6,846.13	0.00	18,125.00	ok
US Treasury Bond	08/15/16	0.62500%	2,900,000.00	2,901,925.77	5,023.78	2,906,949.55	295.51	5,319.29	0.00	18,125.00	ok
US Treasury Bond	08/31/16	1.00000%	3,000,000.00	3,009,960.93	7,087.91	3,017,048.84	494.51	7,582.42	0.00	30,000.00	ok
US Treasury Bond	10/15/16	0.62500%	2,300,000.00	2,300,089.84	1,610.31	2,301,700.15	235.66	1,845.97	0.00	14,375.00	ok
US Treasury Bond	11/15/16	0.62500%	2,300,000.00	2,299,550.79	394.92	2,299,945.71	236.95	631.87	0.00	14,375.00	ok
US Treasury Bond	12/15/16	0.62500%	700,000.00	699,617.19	1,948.43	701,565.62	71.72	2,020.15	0.00	4,375.00	ok
Federated US Treasury Cash Reserves	Liquid		236,753.32	236,753.32	0.00	236,753.32	0.58	0.58	0.00	23.68	ok
Total Investment(s)			19,956,753.32	19,970,722.09	29,277.91	20,000,000.00	1,976.13	31,254.04	0.00	120,473.68	

Pooled Cash

Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased	Total Invested	Interest Earned	Accrued Interest Receivable	Interest Received YTD	Estimated Income	
US Treasury Bond	06/15/16	0.50000%	1,000,000.00	1,000,429.69	2,226.78	1,002,656.47	81.96	2,308.74	0.00	5,000.00	ok
US Treasury Bond	12/15/16	0.62500%	1,000,000.00	999,453.13	2,783.47	1,002,236.60	102.46	2,885.93	0.00	6,250.00	ok
US Treasury Bond	04/30/17	0.87500%	1,000,000.00	1,001,328.13	600.96	1,001,929.09	144.23	745.19	0.00	8,750.00	ok
US Treasury Bond	10/31/17	0.75000%	1,000,000.00	996,875.00	515.11	997,390.11	123.63	638.74	0.00	7,500.00	ok
US Treasury Bond	12/15/17	1.00000%	1,050,000.00	1,050,779.30	4,676.23	1,055,455.53	172.13	4,848.36	0.00	10,500.00	ok
US Treasury Bond	03/31/18	0.75000%	1,500,000.00	1,489,335.95	1,721.31	1,491,057.26	184.43	1,905.74	0.00	11,250.00	ok
US Treasury Bond	06/15/18	1.12500%	1,600,000.00	1,600,000.00	8,016.39	1,608,016.39	295.09	8,311.48	0.00	18,000.00	ok
US Treasury Bond	10/15/18	0.87500%	1,750,000.00	1,732,568.36	1,715.33	1,734,283.69	251.03	1,966.36	0.00	15,312.50	ok
Federated US Treasury Cash Reserves	Liquid		106,974.86	106,974.86	0.00	106,974.86	0.26	0.26	0.00	10.70	ok
Total Investment(s)			10,006,974.86	9,977,744.42	22,255.58	10,000,000.00	1,355.22	23,610.80	0.00	82,573.20	

GRAND TOTALS:	29,963,728.18	29,948,466.51	51,533.49	30,000,000.00	3,331.35	54,864.84	0.00	203,046.88	
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Notes:

All initial investments settled on 11/25/15.

Total Invested = Tax Cost Amount + Accrued Interest Purchased

Accrued Interest Receivable = Accrued Interest Purchased + Interest Earned

Interest Received YTD = cash received

Estimated Income = projected annual interest income

**City of Decatur
Debt Schedule**

Period Ending: 2015 Budget
date of update: November 1, 2015

Debt Instrument		Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref)	Debt at 1/1/2015	FY15 Principal Payments	FY15 Interest Payments	Debt at 12/31/2015	FY15 Total Debt Payments
Debt Liquidated								1st	2nd	Issue					
Bond Debt															
Amort sch #															
9	2005 Refunding Bonds	Dredging & Other Capital	1991/1995	2005	2014	50	80	6/15	12/15	4,705,000	-	-	-	-	-
10	2008 Bonds	Water & Olde Towne TIF Projects	2005/2008	2008	2024	50	19/80	6/15	12/15	10,000,000	8,910,000	790,000	380,713	8,120,000	1,170,713 ok
11	2010A Bonds	LOC Payoff-Reynolds Bulding	2005/2008	2010	2030	50	19/21/TL	6/15	12/15	8,715,000	8,240,000	150,000	445,783	8,090,000	595,783 ok
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	50	19/80	6/15	12/15	28,270,000	25,155,000	955,000	1,369,068	24,200,000	2,324,068 ok
13	2010C Bonds	Parking Garage Renovation	2010		2024	50	19/TL	6/15	12/15	2,800,000	2,240,000	195,000	83,600	2,045,000	278,600 ok
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15	1,805,000	735,000	255,000	21,850	480,000	276,850 ok
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000	7,310,000	595,000	152,244	6,715,000	747,244 ok
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	50	80	3/1	9/1	17,220,000	15,755,000	1,175,000	661,925	14,580,000	1,836,925 ok
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000	24,055,000	730,000	1,050,438	23,325,000	1,780,438 ok
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000	-	-	-	23,305,000	- ok
Total Bond Debt										128,905,000	92,400,000	4,845,000	4,165,621	110,860,000	9,010,621
Promissory Notes Payable															
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/21/50	2/1	8/1	3,000,000	1,540,000	175,000	90,584	1,365,000	265,584 ok
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	80	80/10/60/70	Qtry	Qtry	17,212,394	17,064,962	610,882	584,368	16,454,080	1,195,250 ok
Total Notes Payable										20,212,394	18,604,962	785,882	674,952	17,819,080	1,460,834
Loans Payable															
2	Staley Sewer Loan	Staley Sewer	1995		2014	50	79	5/16	11/16	921,739	-	-	-	-	- ok
3	Spring Creek Sewer Loan	Spring Creek Sewer	1996		2015	50	79	3/2	9/2	697,491	17,636	17,636	248	-	17,884 ok
4	West Mound Sewer Loan	West Mound Sewer	1996		2015	50	79	4/5	10/5	296,505	6,305	6,305	89	-	6,394 ok
15	IEPA Contruction Loan	Nitrate Facility	2002		2022	80	80	6/1	12/1	7,172,169	3,146,525	395,805	88,553	2,750,720	484,358 ok
16	IEPA Water Loan	Water Projects (L17-255200)	2011		2031	80	80	1/10	7/10	6,993,328	6,148,570	361,681	-	5,786,889	361,681 ok
28	IEPA Contruction Loan Pending	Lakeshore Drive Sewer	2013		2034	79	79	12/15	6/15	7,569,987	7,569,987	307,320	140,598	7,262,667	447,918 ok
29	Busey Bank	DPD Furniture & Technology	2014		2019	10	10	Qtry	Qtry	1,500,000	1,356,629	290,938	25,301	1,065,691	316,239 ok
xx	IEPA Contruction Loan Pending	Union Street Sewer	2015		2034	79	79	6/15	12/15	2,608,000	2,608,000	107,230	51,626	2,500,770	158,856 ok
30	Busey Bank	Fire Apparatus - Pumper	2015		2022	10	10	5/4		439,940	-	-	-	439,940	- ok
Total Loans Payable										28,199,159	20,853,652	1,486,915	306,415	19,806,677	1,793,330
Capital Leases															
19	Busey Bank	Fire Apparatus - Arial Platform	2011		2018	10	10	9/1		947,850	560,173	135,268	13,276	424,905	148,544 ok
20	Busey Bank	Police Vehicles - Patrol (9)	2013		2015	10	10	Qtry	Qtry	203,411	61,850	61,850	532	-	62,382 ok
21	Busey Bank	Police Vehicles - SUV (1)	2013		2017	10	10	Qtry	Qtry	26,911	17,024	6,730	250	10,294	6,980 ok
22	Busey Bank	Water Service Truck (1)	2013		2018	80	80	Qtry	Qtry	33,988	24,119	6,736	409	17,383	7,145 ok
24	Busey Bank	Sewer Vactor Truck (1)	2013		2018	79	79	Qtry	Qtry	321,998	244,460	63,423	4,372	181,037	67,795 ok
26	Busey Bank	Water Service Truck (1)	2014		2019	80	80	Qtry	Qtry	25,150	21,536	4,904	394	16,632	5,298 ok
27	Busey Bank	Traffic Service Truck (1)	2014		2019	10	10	Qtry	Qtry	31,114	26,643	6,067	487	20,576	6,554 ok
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	2015		2017	10	10	Qtry	Qtry	287,499	-	71,188	1,724	216,311	72,912 ok
33	Busey Bank	Police Vehicles - Interceptor (10)	2015		2017	10	10	Qtry	Qtry	284,731	-	35,127	1,068	249,604	36,195 ok
Total Capital Leases										2,162,652	955,805	391,293	22,512	1,136,742	413,805
Total City Debt										179,479,205	132,814,419	7,509,090	5,169,500	149,622,499	12,678,590

**City of Decatur
Debt Schedule**

Period Ending: 2015 Budget
date of update: November 1, 2015

Debt Instrument	Debt Purpose	Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment
Bond Debt								
Amort sch #								
9	2005 Refunding Bonds	Dredging & Other Capital	wire transfer	bond holders	US Bank	fund 80 100%	Debt Liquidated December 15, 2014	
10	2008 Bonds	Water & Olde Towne TIF Projects	wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%	
11	2010A Bonds	LOC Payoff-Reynolds Bulding	wire transfer	bond holders	BONY Mellon	fund 19 55%	fund 21 25%	tax levy 20%
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	wire transfer	bond holders	BONY Mellon	fund 19 35.4%	fund 80 64.6%	
13	2010C Bonds	Parking Garage Renovation	wire transfer	bond holders	BONY Mellon	fund 19 50%	tax levy 50%	
14	2010D Bonds	Library	wire transfer	bond holders	BONY Mellon	tax levy 100%		
17	2012 Bonds	Refunding of 2004A GO Bonds	wire transfer	bond holders	US Bank	tax levy 100%		
18	2013 Bonds	Refunding of 2004B GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%		
25	2014 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%		
32	2015 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%		
Total Bond Debt								
Notes Payable								
6	HUD Section 108	Wabash Crossing	wire transfer	HUD 108 collections	BONY Mellon	fund 50 18.1%	fund 18 79.6%	fund 21 2.3%
23	2013 Promissory Note	Jonson Controls Initiative	wire transfer	Regions Capital Advantage, Inc.	Regions Bank Trust	fund 80 94.0%	fund 10 1.0%	fund 60 4.0% fund 70 1.0%
Total Notes Payable								
Loans Payable								
2	Staley Sewer Loan	Staley Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%	Debt Liquidated November 16, 2014	
3	Spring Creek Sewer Loan	Spring Creek Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%	Debt Liquidated March 2, 2015	
4	West Mound Sewer Loan	West Mound Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%	Debt Liquidated April 5, 2015	
15	IEPA Contruction Loan	Nitrate Facility	check	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%		
16	IEPA Water Loan	Water Projects	check	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%		
28	IEPA Contruction Loan Pending	Lakeshore Drive Sewer	check	Illinois EPA		fund 79 100%		
29	Busey Bank	DPD Furniture & Technology	check	Busey Bank	Busey Bank	fund 10 100%		
xx	IEPA Contruction Loan Pending	Union Street Sewer		Illinois EPA		fund 79 100%		
30	Busey Bank	Fire Apparatus - Pumper	check	Busey Bank	Busey Bank	fund 10 100%		
Total Loans Payable								
Capital Leases								
19	Busey Bank	Fire Apparatus - Arial Platform	check	Busey Bank	Busey Bank	fund 10 100%		
20	Busey Bank	Police Vehicles - Patrol (9)	check	Busey Bank	Busey Bank	fund 10 100%		
21	Busey Bank	Police Vehicles - SUV (1)	check	Busey Bank	Busey Bank	fund 10 100%		
22	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%		
24	Busey Bank	Sewer Vactor Truck (1)	check	Busey Bank	Busey Bank	fund 79 100%		
26	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%		
27	Busey Bank	Traffic Service Truck (1)	check	Busey Bank	Busey Bank	fund 10 100%		
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	check	PNC Equipment Finance	PNC Equipment Finance	fund 10 100%		
33	Busey Bank	Police Vehicles - Interceptor (10)	check	Busey Bank	Busey Bank	fund 10 100%		
Total Capital Leases								
Total City Debt								

City of Decatur
2010 Bond Issue - Status of Bond Fund 43

Month of: **November, 2015**

Bond Issuance	2010-A	2010-B	2010-C	2010-D	Original Scope	Final Total
Par Value of Bonds		28,270,000	2,800,000	1,805,000	32,875,000	
Premium	77,858	226,326	77,989	48,814	430,987	
Total Source of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Total Use of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Underwriter's Discount	146,465	443,176	35,163	14,975	639,779	
Closing costs	99,083	116,227	19,161	17,648	252,120	
Bond Proceeds	(167,690)	27,936,923	2,823,665	1,821,190	32,414,088	

Original Project Scope	2010-A	2010-B	Scope Adj	Additions	2010-C	Additions	2010-D
PNC letters of credit							
Wabash Crossing Payoff	4,739,872						4,739,872
West End Loan payoff	334,878						334,878
300 N Water demolitions	1,249,560						1,249,560
Reynolds Building, etc	2,223,000						2,223,000
Lake Decatur Dredging		11,260,000	120,442	527,963			11,908,405
Ground water supply		5,000,000	(3,294,961)	19,280			5,000,000
Dam repairs		1,746,080	2,559,779	16,633			1,746,080
Downtown streetscapes		6,260,000	614,740	371,976			6,260,000
Downtown lighting		2,500,000					2,500,000
Central Park & Transfer House		1,170,843					1,170,843
Parking Garage project					2,401,272	63,134	2,401,272
Olde Towne TIF Debt Service					422,393		422,393
Refunding 1998 issue							1,821,190
Total available for use	8,547,310	27,936,923	-	935,852	2,823,665	63,134	41,129,088

Actual Bond Activity	FY11	FY13	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY11	FY13	Actual	Bond Plan	Encumb	Unobligated
Revenues																				
Miscellaneous Income				350	527,613						17,190						545,153			
Interest Income			5,938	128,043	154,353	22,960	120,107	172		24,245	24,261	489					480,567			
Total Revenues	-	-	5,938	128,393	681,966	22,960	120,107	172	-	24,245	41,451	489	-	-	-	-	1,025,720			
Expenditures																				
Interest Income Bank Fees	678		8,129	7,424	4,748	1,432	1,949		678	1,406	875	91			678	512	26,733			
Fiscal Agents Fees		20,160					800,000										1,356			
Transfer to Debt Service Fund																	820,673			
Pay Off Letters of Credit	6,303,472														1,820,000		6,303,472	6,324,310		
Pay Off 1998 Bond Issue																	1,820,000	1,821,190		
Reynolds Building Payment	2,223,000																2,223,000	2,223,000		
Olde Towne TIF Debt Service												422,393					422,393	422,393	0	0
Downtown TIF Projects			46,141	2,232,320	6,385,262	1,507,664	147,142	210,237									10,528,767	10,917,559	17,379	371,413
Dredging			1,974,603	8,990,314	903,488	40,000											11,908,405	11,908,405	0	0
Supplemental Water Supply			110,610	116,025	479,936	181,981	35,767										924,319	1,724,319	0	0
Dam Repair				19,822	119,653	3,202,386	980,632										4,322,492	4,322,492	0	0
Parking								14,876		88,140	2,236,531	59,111	68,913	11,711			2,479,283	2,464,406	6,324	-21,200
Total Expenditures	8,527,150	20,160	2,139,484	11,365,905	7,893,086	4,933,463	1,965,490	225,114	678	89,546	2,237,407	481,595	68,913	11,711	1,820,678	512	41,780,892	42,128,075	23,703	350,213
Unexpended Funds 4/30/11	20,160		25,803,377						2,822,987						512		28,647,037			
Unexpended Funds 4/30/12	20,160			14,565,865						2,757,686					512		17,344,224			
Unexpended Funds 4/30/13		0			7,354,745						561,730					0	7,916,475			
Unexpended Funds 12/31/13						2,444,241						80,624					2,524,866			
Unexpended Funds 12/31/14							598,858						11,711				610,569			
Unexpended Funds 11/30/15								373,916						0			373,916			

Approved use of Funds
 Festival power
 Franklin St 5,000
 Unassigned 345,213
 350,213

Project scope(s)
 2010A LOC payoff for Wabash Crossing, N Water St demolitions, W Main Street residential rehabs, Reynolds Building redevelopment agreement
 2010B Water projects including dredging, ground water supply, dam repairs / OldTowne TIF projects including streetscape improvements in downtown
 Decatur, Central park improvements, Transfer House interior renovations
 2010C Parking Garage B&C renovation and construct new lot on N Main St
 2010D Bond refunding of 1998 GO Bond (Library)

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: November, 2015

Bond Issuance	2014
Par Value of Bonds	24,055,000
Premium	1,147,122
Total Source of Funds	25,202,122
Total Use of Funds	25,202,122
Underwriter's Discount	168,385
Bond Insurance	21,705
Closing Costs	122,505
Bond Proceeds	24,889,527

Project Scope	
Temporary Easements	36,677
Road Improvements	254,754
Dredging	24,598,096
Other	-
Total Scope	24,889,527

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

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On April 8, 2014, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase I of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in each subsequent fiscal year 2015, 2016, 2017 and 2018.

Actual Bond Spend Activity in Fiscal year 2014	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	24,889,527	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	
Revenues													
Interest Income				443	762	780	793	708	605	547	485	394	5,517
Other													-
Total Revenue	-	-	-	443	762	780	793	708	605	547	485	394	5,517
Expenditures													
Dredging					2,700			11,000		1,494			15,194
Sediment Basin Rehab				129,137		593,773	129,746	3,082,383	2,807,200	1,936,386	702,909	1,297,135	10,678,669
Angle Crossing Road Impvmnt								83,539					83,539
Star Route Road Improvement										104,116			104,116
Total Expenditures	-	-	-	129,137	2,700	593,773	129,746	3,176,922	2,807,200	2,041,996	702,909	1,297,135	10,881,518
Ending cash available	-	-	-	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	14,013,526	

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	14,013,526	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700	1,320,502	0	
Revenues													
Interest Income	374	324	356	328	319	307	270	254	177	49			2,757
Other													0
Total Revenue	374	324	356	328	319	307	270	254	177	49	-	-	2,757
Expenditures													
Dredging													0
Sediment Basin Rehab/Dredge	2,428,376		7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346	6,122,248	1,320,502		14,016,283
Angle Crossing Road Impvmnt													0
Star Route Road Improvement													0
Total Expenditures	2,428,376	-	7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346	6,122,248	1,320,502	-	14,016,283
Ending cash available	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700	1,320,502	0	0	

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: November, 2015
gz projection

Bond Issuance	2015
Par Value of Bonds	23,305,000
Premium	1,073,300
Total Source of Funds	24,378,300
Total Use of Funds	24,378,300
Underwriter's Discount	163,135
Bond Insurance	84,770
Closing Costs	127,880
Bond Proceeds	24,002,515

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

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On September 3, 2015, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase II of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in each subsequent fiscal year 2017 and 2018.

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	24,002,515
Other	-
Total Scope	24,002,515

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	-	-	-	-	-	-	-	-	24,002,515	24,003,086	24,003,974	22,481,560	
Revenues													
Interest Income									571	888	693		2,153
Other													-
Total Revenue	-	-	-	-	-	-	-	-	571	888	693	-	2,153
Expenditures													
Dredging											1,523,107		1,523,107
Sediment Basin Rehab													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	1,523,107	-	1,523,107
Ending cash available	-	-	-	-	-	-	-	-	24,003,086	24,003,974	22,481,560	22,481,560	

Actual Bond Spend Activity in Fiscal year 2016	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	
Revenues													
Interest Income													-
Other													-
Total Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Dredging													-
Sediment Basin Rehab/Dredge													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	22,481,560	

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

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

Period Ending: November, 2015

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-	-	-	-	-	6,175,771	-	-	4,716,432	-	-		10,892,203	13,224,000	82%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-	-	879,778	-	-	593,462	-	-		1,473,240	1,693,700	87%
	OTHER TAXES TOTAL		-	-	-	-	-	7,055,549	-	-	5,309,894	-	-	-	12,365,443	14,917,700	83%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	889,089	863,243	1,000,115	739,805	764,685	832,374	833,551	906,467	1,006,626	875,986	882,605		9,594,547	11,124,000	86%
var	STATE SALES TAX	var	963,009	941,678	1,120,789	857,417	877,404	978,888	944,686	992,900	911,765	991,641	1,003,087		10,583,266	11,958,000	89%
	OTHER TAXES TOTAL		1,852,098	1,804,922	2,120,904	1,597,222	1,642,089	1,811,262	1,778,237	1,899,367	1,918,391	1,867,627	1,885,693	-	20,177,813	23,082,000	87%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	238,200	33,009	-	244,232	34,267	-	243,424	37,073	-	232,248	35,329		1,097,781	1,109,000	99%
301203	FOOD & BEVERAGE TAX	10	239,978	249,801	252,588	255,737	253,498	285,060	290,440	272,038	275,230	226,849	287,651		2,888,870	3,111,500	93%
301204	HOTEL AND MOTEL TAX	10	26,728	38,349	53,421	60,066	45,447	77,827	72,341	64,934	77,305	61,395	60,542		638,354	652,000	98%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-	-	-	-	-	-	-	-		-	9,000	0%
301103	PROPERTY TAX	10	-	-	-	-	-	4,020,767	-	-	3,070,657	-	-		7,091,424	7,528,801	94%
301202	TELEPHONE UTILITY TAX	10	150,078	166,178	181,659	187,007	164,798	182,269	175,288	171,899	170,848	173,242	173,117		1,896,383	2,189,000	87%
301209	UTILITY TAX - ELECTRIC & GAS	10	149,238	163,584	153,678	110,338	78,472	201,586	118,708	102,541	121,148	122,028	105,115		1,426,437	1,736,000	82%
	Sub Total		804,222	650,922	641,345	857,380	576,482	4,767,509	900,201	648,485	3,715,187	815,762	661,754	-	15,039,248	16,335,301	92%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	2,526	1,546	2,990	2,257	2,099	2,506	2,513	2,553	2,762	3,160	2,913		27,825	30,000	93%
301205	LOCAL SALES TAX	10	875,989	850,143	989,911	723,905	748,785	816,474	817,651	890,567	886,593	847,366	864,305		9,311,691	10,953,600	85%
301207	LOCAL USE TAX	10	136,569	129,837	196,801	69,628	135,902	143,287	140,649	133,971	-	-	-		1,086,643	1,492,000	73%
302105	STATE INCOME TAX	10	852,700	-	620,094	925,184	403,609	824,784	1,364,531	566,667	1,263,519	-	441,918		7,263,006	7,600,000	96%
302104	STATE REPLACEMENT TAX	10	157,022	717	57,046	284,217	227,608	2,501	184,466	24,860	2,356	185,436	-		1,126,229	1,132,000	99%
301201	STATE SALES TAX	10	953,209	931,878	1,111,278	845,217	865,204	966,688	932,486	980,700	975,278	973,875	987,737		10,523,551	11,829,400	89%
301210	VIDEO GAMING TAX	10	57,515	31,895	50,412	60,983	63,999	63,267	-	-	-	-	-		328,071	535,000	61%
	Sub Total		3,035,529	1,946,017	3,028,533	2,911,391	2,447,205	2,819,508	3,442,296	2,599,318	3,130,507	2,009,837	2,296,874	-	29,667,015	33,572,000	88%
OTHER GOVERNMENTAL SOURCES																	
302110	ESTB ENHANCED 911	10	-	-	-	122,359	-	-	123,643	-	-	123,643	-		369,644	484,000	76%
30240x	FIRE & POLICE TRAINING REIMB	10	7,603	15,849	-	-	-	-	-	-	-	-	-		23,453	50,000	47%
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	184,560	-	-	150,534	-	-		335,094	357,000	94%
	Sub Total		7,603	15,849	-	122,359	-	184,560	123,643	-	150,534	123,643	-	-	728,191	891,000	82%
CHARGE SERVICES (INTERNAL CITY)																	
various	GENERAL FUND	10	526,061	613,344	510,813	515,937	750,230	580,669	583,804	647,614	567,216	754,267	593,644		6,643,598	7,582,782	88%
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	82,081	82,081	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759		854,997	935,000	91%
303510	ELECTRIC AGGREGATION ADMIN	10	8,267	10,037	8,769	8,946	6,374	6,021	8,093	11,472	11,558	10,400	7,550		97,487	120,000	81%
	Sub Total		90,348	92,118	85,528	85,705	83,134	82,780	84,853	88,231	88,317	87,160	84,309	-	952,484	1,055,000	90%
Grants																	
various	STATE & OTHER	10	8,090	6,786	5,328	856	10,242	1,856	1,525	13,292	2,781	958	871		52,585	50,000	105%
	Sub Total		8,090	6,786	5,328	856	10,242	1,856	1,525	13,292	2,781	958	871	-	52,585	50,000	105%

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

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

Period Ending: November, 2015

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Fees for Services External																
various ADMIN COURT FEES & FINES	10	17,437	24,521	23,387	16,825	14,154	18,922	19,120	13,903	11,519	9,064	13,634		182,485	229,000	80%
304401 BUILDING PERMITS	10	15,069	16,667	14,634	12,782	15,567	20,622	8,374	32,134	14,245	21,602	12,784		184,479	208,000	89%
305501 COURT FINES (COUNTY)	10	19,458	15,929	51,557	30,922	24,970	18,447	17,223	15,907	15,519	17,123	19,228		246,282	328,000	75%
310010 FIRE PROGRAMS	10	40	1,826	659	80	1,026	360	360	520	285	80	120		5,356	20,000	27%
various LAKE LICENSES & PERMITS	10	-	107	514	71,655	51,724	26,086	10,167	2,910	3,586	248	101		167,096	166,000	101%
304304 LIQUOR LICENSES	10	2,238	820	4,562	15,089	157,667	162,961	28,613	(17,632)	18,353	13,256	8,685		394,613	300,000	132%
various MISC INCOME & REIMBURSE	10	35,989	6,840	17,385	42,928	5,639	5,259	4,256	55,299	5,444	6,029	5,229		190,297	492,913	39%
various OTHER FINES & FEES	10	49,847	55,137	61,623	46,066	51,441	56,517	53,711	48,807	61,149	50,452	33,727		568,479	844,500	67%
various OTHER LICENSES	10	14,815	2,228	3,165	4,245	865	2,190	2,320	2,845	4,606	2,680	12,714		52,673	86,000	61%
various PARKING	10	33,612	32,837	42,819	32,184	29,395	30,043	30,961	52,041	26,443	28,566	24,479		363,380	527,000	69%
302200 RADIO SERVICE REIMBURSE	10	3,528	8,855	5,788	9,577	6,148	5,923	6,013	5,923	5,314	6,148	833		64,051	240,000	27%
303408 SANITARY DISTRICT	10	25,553	24,260	24,386	25,587	23,941	24,612	25,445	25,003	24,260	25,065	25,487		273,597	281,904	97%
303405 SCHOOL DISTRICT REIMB	10	-	-	-	-	97,339	-	-	193,109	-	-	-		290,448	250,000	116%
Sub Total		217,587	190,027	250,479	307,940	479,875	371,941	206,563	430,769	190,722	180,312	157,020	-	2,983,234	3,973,317	75%
Investment/Other Income																
309900 BOND OR NOTE PROCEEDS	10	-	-	-	-	-	619,223	14,903	-	-	-	-		634,126	-	-
307101 INTEREST INCOME	10	85	72	71	73	76	86	85	86	125	114	93		965	600	161%
Sub Total		85	72	71	73	76	619,309	14,987	86	125	114	93	-	635,091	600	105848%
General Fund Total		4,689,526	3,515,136	4,522,098	4,801,640	4,347,243	9,428,131	5,357,871	4,427,796	7,845,390	3,972,053	3,794,563	-	56,701,446	63,460,000	89%
Development Services																
various PLANNING	12	8,272	25,821	17,672	19,713	17,673	17,190	20,791	11,478	38,607	10,408	12,555		200,178	290,000	69%
various HOME PROGRAM	17	31,021	39,919	7,898	8,638	4,775	6,444	12,434	9,660	8,528	50,899	48,727		228,943	814,567	28%
various CDBG	18	154,293	62,293	31,903	34,257	20,308	12,740	505	-	326,745	17,075	53,819		713,938	1,570,000	45%
various DUATS	22	0	161,695	1	1	1	99,010	2	73,982	3	2	55,965		390,662	416,811	94%
various PEG PROJECTS	40	17,082	6,605	4	16,908	6,857	4	17,209	7,419	5	16,914	7,070		96,076	100,000	96%
various DCDF	82	3,169	13,891	3,803	2,819	1,353	15,426	3,728	2,844	7,334	2,482	3,631		60,480	30,000	202%
various NEIGHBORHOOD IMPROVEMENTS	83	2	2	2	2	2	2	2	3	2	2	2		24	-	-
various URBAN REVITALIZATION	84	-	-	-	-	-	-	-	-	-	-	-		-	-	-
various USEPA GRANT FUND	85	-	7,332	9,064	3,578	13,990	5,624	6,826	3,569	8,861	-	32,710		91,554	710,000	13%
various RECYCLING	88	53,058	57,756	67,273	54,442	52,366	63,875	57,888	57,261	59,906	57,549	60,658		642,033	684,000	94%
Sub Total		266,897	375,315	137,618	140,357	117,324	220,317	119,385	166,214	449,991	155,331	275,137	-	2,423,886	4,615,378	53%
Redevelopment & TIF																
various OLDE TOWNE TIF	19	1	1	1	1	1	484,418	2	1	361,350	3	0		845,777	1,078,400	78%
various SE PLAZA TIF	20	7,010	7,005	356	9,006	9,006	175,714	9,011	9,012	139,696	11,919	9,016		386,750	388,900	99%
various WABASH CROSSING TIF	21	1	0	-	-	-	156,140	2	2	43,029	2	2		199,177	187,400	106%
various EASTGATE TIF	23	12,801	13,433	23,427	16,034	16,042	59,798	16,097	15,404	55,366	33,171	17,229		278,803	261,600	107%
various SOUTHSIDE TIF	24	-	-	-	-	-	16,112	0	0	1,756	1	1		17,870	15,000	119%
various PINES SHOPPING CENTER TIF	28	3,102	3,102	(2,939)	3,700	3,700	16,434	3,701	3,701	15,518	(945)	3,051		52,126	63,900	82%
various GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	34,672	2,887	5,001		42,560	5,000	851%
Sub Total		22,915	23,541	20,845	28,741	28,749	908,616	28,814	28,120	651,387	47,037	34,300	-	1,823,064	2,000,200	91%
Public Safety																
various DRUG ENFORCEMENT	25	112,102	52,553	4,003	1,229	988	71,856	72,138	118,513	440	65,074	29,485		528,381	242,300	218%
various DUI COURT FINES	26	9,148	8,413	19,735	16,158	13,728	13,162	7,803	7,071	10,938	7,920	6,796		120,870	118,900	102%
various POLICE PROGRAMS/LAB	27	872	451	449	672	287	571	363	581	417	441	876		5,981	15,010	40%
various RADIO COMMUNICATIONS	30	-	-	-	-	-	-	-	-	-	-	-		-	-	-
various FIRE PROGRAMS/CADET	31	-	-	-	-	-	-	-	-	-	-	-		-	-	-
various FIRE EMERGENCY GRANT	32	0	0	(6,227)	-	-	-	-	-	-	-	-		(6,226)	185,000	-3%
various POLICE CAPITAL	33	-	-	-	-	-	-	260,004	3,008	10	1,096	(68)		264,049	-	-
various JUSTICE ADMIN GRANT	39	-	-	-	-	-	-	-	-	-	28,240	-		28,240	96,084	29%
various FIRE CAPITAL	49	0	0	0	0	0	0	0	5,098	20,803	(68)	14,382		40,215	60,000	67%
Sub Total		122,123	61,417	17,960	18,059	15,004	85,589	340,308	134,270	32,607	102,702	51,471	-	981,510	717,294	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: November, 2015

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
Debt Service																	
various DEBT SERVICE		50	826,133	292,150	334,659	333,808	333,816	1,747,777	708,630	826,932	1,569,908	899,601	1,061,084		8,934,495	9,993,955	89%
Sub Total			826,133	292,150	334,659	333,808	333,816	1,747,777	708,630	826,932	1,569,908	899,601	1,061,084	-	8,934,495	9,993,955	89%
Public Works & Capital																	
various 2010 PROJECT FUND		43	18	17	18	17	16	16	14	15	17	13	11		172	-	-
various CAPITAL STREET PROJECTS		45	4	3	3	3	3	3	148	4,003	(3,996)	3	3		180	300	60%
various MFT PROJECTS		46	191,784	191,915	144,365	70,232	177,119	183,275	111,434	39,660	3,518	2,304	47		1,115,653	2,202,000	51%
various MAJOR MOVES		47	31,673	3	3	3	135,195	3	3	3	3	3	2		166,892	2,171,708	8%
various FLEET MAINTENANCE		60	217,992	168,977	257,509	210,210	209,139	211,812	219,502	219,048	217,417	208,345	208,526		2,348,479	2,850,859	82%
various EQUIPMENT REPLACEMENT		61	11	11	12	12	12	14	15	16	23	250,016	11		250,154	-	-
various STORMWATER PROJECTS		78	78,002	81,539	93,229	89,746	106,016	90,023	86,604	81,138	83,066	94,808	114,497		998,671	1,653,000	60%
various SEWER PROJECTS		79	727,649	519,742	365,111	316,527	362,434	1,137,405	1,420,889	516,196	433,343	427,197	757,860		6,984,353	8,750,264	80%
Sub Total			1,247,132	962,208	860,252	686,750	989,935	1,622,551	1,838,609	860,078	733,391	982,689	1,080,958	-	11,864,553	17,628,131	67%
Management Services																	
various MIS OPERATIONS		67	-	-	-	-	-	-	-	-	-	-	-		-	-	-
various MASS TRANSIT		70	57,078	1,139,219	47,999	57,723	1,009,593	242,628	1,605,693	262,697	55,621	43,060	34,430		4,555,741	9,982,181	46%
Sub Total			57,078	1,139,219	47,999	57,723	1,009,593	242,628	1,605,693	262,697	55,621	43,060	34,430	-	4,555,741	9,982,181	46%
Library																	
various LIBRARY OPERATIONS		35	69,830	37,901	35,893	198,031	86,987	1,475,718	75,636	30,096	1,133,244	76,574	20,068		3,239,976	3,448,046	94%
various LIBRARY CAPITAL		58	3	3	3	3	3	3	3	10,003	10,004	10,004	10,004		40,036	-	-
various LIBRARY TRUST FUNDS		59	8	14,033	486	423	179	298	529	54	1,467	30	572		18,080	10,000	181%
Sub Total			69,842	51,937	36,381	198,457	87,168	1,476,019	76,168	40,152	1,144,715	86,608	30,644	-	3,298,093	3,458,046	95%
Other Miscellaneous																	
various BAND		36	376	376	376	2,127	1,076	37,373	600	375	24,864	376	15,376		83,295	63,303	132%
various RISK MANAGEMENT		64	230,344	222,885	222,890	222,881	222,880	222,887	222,890	222,897	222,920	222,901	220,637		2,457,011	2,674,648	92%
various EMPLOYEE BENEFIT		65	790,705	773,889	1,031,352	768,310	767,983	776,993	1,071,531	752,067	753,610	796,145	740,996		9,023,580	10,431,608	87%
Sub Total			1,021,425	997,150	1,254,617	993,318	991,939	1,037,253	1,295,021	975,339	1,001,394	1,019,421	977,009	-	11,563,886	13,169,559	88%
Water Utility & Capital																	
various WATER		80	1,886,804	1,841,560	1,762,946	1,830,501	1,832,746	2,177,029	2,493,189	2,498,973	2,543,376	2,565,662	1,826,995		23,259,781	24,333,580	96%
various WATER CAPITAL		81	76	69	70	319,550	786	88	85	86	123	64	65		321,063	2,560,600	13%
various WATER BOND FUND		89	374	324	356	328	319	307	270	254	24,379,048	937	693		24,383,209	20,765,000	117%
Sub Total			1,887,254	1,841,953	1,763,372	2,150,380	1,833,851	2,177,424	2,493,543	2,499,313	26,922,546	2,566,663	1,827,754	-	47,964,054	47,659,180	101%
Fudiciary Trust & Agency																	
various FIRE PENSION		90	299,046	(31,326)	279,889	343,082	855,604	2,215,923	242,119	387,522	2,094,172	479,363	214,593		7,379,986	7,580,128	97%
various POLICE PENSION		91	355,213	514,859	423,955	301,730	422,324	2,340,887	364,049	288,257	1,991,852	277,830	216,235		7,497,191	7,707,380	97%
Sub Total			654,259	483,532	703,844	644,813	1,277,928	4,556,810	606,168	675,779	4,086,023	757,193	430,828	-	14,877,178	15,287,508	97%
Grand Total Revenues			10,864,584	9,743,558	9,699,645	10,054,045	11,032,550	23,503,115	14,470,210	10,896,690	44,492,973	10,632,357	9,598,178	-	164,987,904	187,971,432	88%

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

Net Assessed Value \$: 822,152,764
City Tax Rate: 1.43527%

Assessed Value Year 2014
Pay Year 2015
in process

note	Tax Levy Item	Fund	Net Assessed Value certified	input	input	input	Billed \$ Amount certified
				Tax Rate certified	Tax Levy \$ Amount	Extension \$ Amount certified	
	General Obligation Bond Debt	50	822,152,764	0.15600%	1,282,550.00	1,282,558.29	1,282,558.29
	IMRF	10	822,152,764	0.02828%	232,450.00	232,504.80	232,504.80
	Fire Pension	10	822,152,764	0.45612%	3,750,000.00	3,750,003.12	3,750,003.12
	Police Pension	10	822,152,764	0.45004%	3,700,000.00	3,700,016.23	3,700,016.23
	City Library	35	822,152,764	0.33753%	2,775,000.00	2,775,012.17	2,775,012.17
	Municipal Band	36	822,152,764	0.00730%	60,000.00	60,017.15	60,017.15
	Mass Transit						
	Bonds Publuic Buidling						
1	Total City		822,152,764	1.43527%	11,800,000.00	11,800,111.76	11,800,111.76
			ok	ok	ok	ok	ok
						0.0143527	
	TIF District (tax code district)		input	input	AV Increment \$ Amount	input	Billed \$ Amount certified
			AV Increment Value certified	Tax Rate certified		Extension \$ Amount certified	
	ZTF3 Pines TIF (4062)	28	265,672	9.58621%	25,467.88	25,467.88	25,467.88
	ZTF4 SE Plaza TIF (9542)	20	3,303,540	9.02034%	297,990.54	297,990.54	297,990.54
	ZTF5 Olde Towne TIF (4555)	19	9,849,922	9.58621%	944,234.21	944,236.70	944,236.70
	ZTF6 Near North TIF (4455)	21	2,085,672	9.58621%	199,936.90	199,937.76	199,937.76
	ZTF8 Eastgate TIF (9543)	23	936,499	9.28854%	86,987.08	86,987.13	86,987.13
	ZTF0 Grand & Oakland (xxxx)	29	276,541.00	0.00000%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24	186,662.00	9.58621%	17,893.81	17,893.85	17,893.85
2	Redevelopment TIF		16,904,508		1,572,510.42	1,572,513.86	1,572,513.86
			ok			ok	ok
	Total Property Tax Levy				13,372,510.42	13,372,625.62	13,372,625.62

Note(s)

- 1 Data per City of Decatur 2014 Tax Levy - certification and extension dated May 7, 2015 received by City May 13, 2015
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May 7, 2015 received by City May 13, 2105

Prepared By:
Office of the City Treasurer

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

**Assessed Value Year
Pay Year
2014
2015
in process**

Tax Levy Item	Fund	Billed \$ Amount	98.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	Expected Account Receivable \$ Amount
					Distribution 1 6/26/2015	Distribution 2 9/28/2015	Distribution 3		
General Obligation Bond Debt	50	1,282,558.29	98.0%	1,256,907.12	671,247.14	512,630.82		1,183,877.96	73,029.16
IMRF		232,504.80	98.0%	227,854.70	121,684.71	92,931.03		214,615.74	13,238.96
Fire Pension	10	3,750,003.12	98.0%	3,675,003.06	1,962,622.34	1,498,852.85		3,461,475.19	213,527.87
Police Pension	10	3,700,016.23	98.0%	3,626,015.91	1,936,459.82	1,478,872.95		3,415,332.77	210,683.14
City Library	35	2,775,012.17	98.0%	2,719,511.93	1,452,345.04	1,109,155.31		2,561,500.35	158,011.58
Municipal Band	36	60,017.15	98.0%	58,816.81	31,411.71	23,989.03		55,400.74	3,416.07
Mass Transit		-						-	0
Public Building Bonds		-			0.06	0.03		0.09	0
Total City		11,800,111.76		11,564,109.52	6,175,770.82	4,716,432.02	-	10,892,202.84	671,906.77
City Collection Rate:									92.3%
ZTF3 Pines TIF (4062)	28	25,467.88	98.0%	24,958.52	12,733.91	12,733.97		25,467.88	(509.36)
ZTF4 SE Plaza TIF (9542)	20	297,990.54	98.0%	292,030.73	166,704.79	131,285.75		297,990.54	(5,959.81)
ZTF5 Olde Towne TIF (4555)	19	944,236.70	98.0%	925,351.97	484,416.04	361,346.62		845,762.66	79,589.31
ZTF6 Near North TIF (4455)	21	199,937.76	98.0%	195,939.00	156,138.89	43,026.19		199,165.08	(3,226.08)
ZTF8 Eastgate TIF (9543)	23	86,987.13	98.0%	85,247.39	43,673.01	43,314.12		86,987.13	(1,739.74)
ZTF0 Grand & Oakland (xxxx)	xx	-	98.0%	-	-	-		-	0
ZTFA SS Redevelopment (xxxx)	xx	17,893.85	98.0%	17,535.97	16,111.62	1,755.37		17,866.99	(331.02)
Redevelopment TIF		1,572,513.86		1,541,063.58	879,778.26	593,462.02	-	1,473,240.28	67,823.30
City Collection Rate:									93.7%
Total Property Tax Levy		13,372,625.62		13,105,173.11	7,055,549.08	5,309,894.04	-	12,365,443.12	739,730.08
City Collection Rate:									92.5%

Note(s)

- 1 Payment received 06/26/2015 from Macon County Treasurer with check distribution / checks 13114, 13258, 13280, 13256, 13232, 13143, 13281
- 2 Payment received 09/28/2015 from Macon County Treasurer with check distribution / checks 13337, 13473, 13492, 13471, 13450, 13365, 13493
- 3

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102	184,559.86	150,534.23		335,094.09
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Total County Distribution to Civil City	6,360,330.68	4,866,966.25	-	11,227,296.93
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Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution		10-0231-301106	-	-	test s/b "0"
Distribution to City including TIF & Mobile Home		7,240,108.94	5,460,428.27	-	12,700,537.21
General Obligation Bond Debt	50-43500-301103	ZTF3 Pines TIF (4062)	28-43281-301103		
IMRF	10-0231-301103	ZTF4 SE Plaza TIF (9542)	20-43200-301103		
Fire Pension	10-0231-301103	ZTF5 Olde Towne TIF (4555)	19-45190-301103		
Police Pension	10-0231-301103	ZTF6 Near North TIF (4455)	21-43210-301103		
City Library	35-59350-301103	ZTF8 Eastgate TIF (9543)	23-43230-301103		
Municipal Band	36-43360-301103	ZTF0 Grand & Oakland (xxxx)	29-43291-301103		
		ZTFA SS Redevelopment (xxxx)	24-43241-301103		

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

November, 2015

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	12,860	2,929	3,046	2,988	3,329	2,716	3,907	2,344	2,654	4,547	3,043		44,363	50,497	50,497	88%
015	EXECUTIVE	10	74,024	43,966	53,147	51,851	45,309	48,252	75,366	44,811	52,498	44,091	45,752		579,067	596,612	603,696	96%
016	HUMAN RESOURCES	10	36,577	26,958	35,433	23,329	32,521	35,993	39,827	40,938	25,935	25,557	29,884		352,952	402,492	404,475	87%
017	MANAGEMENT INFO SYSTEMS	10	104,207	77,663	89,074	258,271	82,797	83,655	104,972	75,144	141,027	68,296	81,595		1,166,699	1,400,454	1,403,901	83%
018	CITY CLERK	10	22,039	29,512	13,831	13,247	36,253	12,999	18,012	12,789	15,744	12,309	12,431		199,167	193,793	194,106	103%
020	LEGAL	10	98,353	70,919	75,767	71,519	71,845	73,654	105,629	71,989	73,379	85,473	79,366		877,892	1,033,236	1,040,647	84%
035	FINANCE	10	107,114	74,718	75,885	119,406	125,748	80,149	127,508	85,596	87,604	82,357	81,177		1,047,262	1,404,496	1,339,903	78%
036	WATER CUSTOMER SERVICE	10	78,746	63,939	79,293	51,983	67,586	63,697	89,686	73,110	60,383	63,906	70,169		762,499	834,939	907,421	84%
037	PURCHASING	10	23,144	15,791	17,545	15,921	16,184	16,050	25,966	15,899	16,012	15,984	16,511		195,006	221,156	221,125	88%
038	CIVIC CENTER	10	(6,523)	15,284	18,132	11,916	13,563	3,266	21,366	12,157	(3,279)	25,143	41,042		152,068	138,672	138,672	110%
039	CITY GENERAL ADMINISTRATIVE	10	476,721	173,526	203,044	70,583	152,941	70,884	152,941	13,854	7,142	80,583	153,293		1,555,512	1,716,557	1,805,212	86%
Sub Total			1,027,262	595,205	664,199	691,015	648,076	491,313	765,179	448,631	479,100	508,246	614,263	-	6,932,489	7,992,904	8,109,655	85%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	65,840	40,913	47,462	46,003	45,659	46,039	68,528	43,231	43,576	43,999	48,607		539,856	638,945	641,454	84%
052	BUILDING INSPECTIONS	10	61,152	43,139	49,472	44,060	43,069	44,790	65,316	44,608	45,776	45,050	48,087		534,520	609,758	610,322	88%
053	NEIGHBORHOOD INSPECTIONS	10	57,827	40,931	45,781	44,028	59,662	60,483	77,251	74,227	55,570	68,493	41,855		626,108	675,793	676,133	93%
054	NEIGHBORHOOD OUTREACH	10	29,167	18,641	19,942	18,663	18,760	20,125	29,379	18,961	22,147	19,555	22,284		237,625	339,049	340,748	70%
Sub Total			213,985	143,625	162,657	152,755	167,149	171,438	240,473	181,027	167,070	177,097	160,833	-	1,938,109	2,263,545	2,268,657	85%
Public Safety																		
060	EMERGENCY COMMUNICATIONS	10	229,923	207,899	209,582	157,290	204,604	298,952	281,735	174,245	211,433	205,195	206,299		2,387,156	2,526,374	2,521,623	95%
065	POLICE	10	2,202,367	1,436,871	1,663,521	1,530,103	1,566,575	3,517,241	2,131,368	1,527,132	3,032,832	1,493,396	1,457,345		21,558,751	24,891,893	25,014,882	86%
070	FIRE	10	1,309,228	912,985	1,020,607	1,008,950	1,039,250	2,980,959	1,434,686	1,096,762	2,469,872	1,019,844	954,899		15,248,043	17,112,702	17,121,203	89%
Sub Total			3,741,519	2,557,755	2,893,710	2,696,343	2,810,429	6,797,151	3,847,789	2,798,139	5,714,137	2,718,434	2,618,544	-	39,193,950	44,530,969	44,657,708	88%
Public Works																		
080	PUBLIC WORKS ADMIN	10	27,551	22,747	26,053	28,126	41,998	616,203	70,886	23,470	19,049	42,001	25,896		943,981	385,212	389,324	242%
082	ENGINEERING	10	113,334	92,153	79,075	75,344	75,551	76,638	117,575	78,620	78,126	78,263	76,962		941,642	1,154,094	1,156,979	81%
083	MUNICIPAL SERVICES	10	446,558	395,698	396,432	337,370	343,675	349,468	477,096	367,458	367,141	344,258	346,371		4,171,525	4,848,474	4,852,875	86%
084	STREETS	10	70,401	67,993	113,460	102,918	86,884	92,456	84,310	81,111	75,237	102,941	81,625		959,336	1,379,795	1,379,795	70%
086	TRAFFIC & PARKING	10	13,801	72,377	177,735	164,893	82,771	273,647	174,107	134,024	222,578	146,390	177,500		1,639,823	1,764,590	1,764,590	93%
088	URBAN FORESTRY	10	23,542	26,904	59,462	28,190	28,705	29,192	25,050	24,362	51,264	59,535	18,894		375,099	430,417	430,417	87%
Sub Total			695,187	677,871	852,216	736,841	659,585	1,437,605	949,025	709,044	813,394	773,388	727,248	-	9,031,405	9,962,582	9,973,980	91%
General Fund Expenditure Total			5,677,953	3,974,456	4,572,782	4,276,954	4,285,239	8,897,507	5,802,465	4,136,841	7,173,702	4,177,166	4,120,888	-	57,095,953	64,750,000	65,010,000	88%
Development Services																		
120	PLANNING	12	4,165	21,149	141	78,385	12,694	4,123	2,042	6,678	5,172	7,225	65,818		207,592	401,000	401,000	52%
170	HOME PROGRAM	17	1,243	4,221	2,867	5,224	803	2,576	6,676	5,780	1,096	1,358	3,900		35,746	227,612	227,612	16%
171	PROGRAM DELIVERY COSTS	17	26,032	32,580	9,543	180	-	-	4,875	-	690	53,022	40,647		167,568	586,955	586,955	29%
181	PROJECTS	18	3,407	135,351	5,355	1,223	1,388	1,388	1,388	1,388	71,826	8,423	22,494		253,631	920,119	920,119	28%
183	REHAB PROJECTS	18	43,680	12,754	13,948	15,069	13,902	21,122	14,095	21,185	(50,333)	159	6,914		112,494	265,131	265,131	42%
184	ADMINISTRATION	18	15,664	15,697	12,354	17,076	18,663	20,828	186,239	19,564	15,372	7,567	23,252		352,276	384,750	384,750	92%
220	DUATS	22	1,468	110,272	26,816	4,730	608	70,810	0	54,249	20,893	1,049	1,326		292,222	416,811	416,811	70%
400	PEG PROJECTS	40	560	598	17,047	620	560	571	14,551	571	796	1,300	32		37,206	100,000	100,000	37%
820	DCDF	82	1,843	357	15,943	790	50,912	27,555	4,604	1,085	1,544	527	173		105,333	130,360	130,360	81%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	-	-	2,568	1,183	623	-	-	-	11	1,184		5,570	-	73,350	8%
840	URBAN REVITALIZATION	84	-	-	-	-	-	-	-	-	-	-	-		-	1,660,000	-	-
850	MISCELLANEOUS GRANTS	85	4,125	-	4,095	33,592	10,778	-	-	-	100	-	15,356		68,046	275,000	275,000	25%
854	USEPA HAZARDOUS SUBSTANCES	85	-	4,239	6,006	3,046	13,157	5,419	1,785	3,295	8,397	-	31,243		76,587	285,000	285,000	27%
855	USEPA PETROLEUM PRODUCTS	85	-	3,093	3,058	532	833	205	5,041	274	464	-	1,467		14,967	225,000	225,000	7%
880	RECYCLING	88	51,506	48,287	48,762	48,574	48,658	48,936	61,775	48,513	49,061	48,248	48,175		550,496	612,245	612,245	90%
Sub Total			153,695	388,599	165,934	211,609	174,139	204,156	303,070	162,584	125,078	128,888	261,981	-	2,279,733	6,489,983	4,903,333	46%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

November, 2015

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
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-	-	-	-	371,106	106,970	-	230,292	157,467	-	-	865,835	1,096,107	1,096,107	79%
200	SE PLAZA TIF	20	360,089	-	-	-	-	-	-	-	-	-	-	-	360,089	388,900	388,900	93%
210	WABASH CROSSING TIF	21	865	35,821	-	-	-	67,552	21,591	11,852	11,852	11,852	11,852	-	173,237	187,400	187,400	92%
230	EASTGATE TIF	23	-	-	65,948	-	-	-	-	-	102,944	124,849	-	-	293,741	254,100	254,100	116%
281	PINES SHOPPING CENTER TIF	28	-	-	65,965	-	-	-	-	-	-	-	-	-	65,965	63,900	63,900	103%
291	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	0%
Sub Total			360,954	35,821	131,913	-	-	438,659	128,561	11,852	345,088	294,168	11,852	-	1,758,867	1,995,407	1,995,407	88%
Public Safety																		
250	DRUG ENFORCEMENT	25	92,757	26,788	37,259	96,001	51,376	72,476	74,581	42,531	180,994	64,594	44,819	-	784,176	477,392	657,392	119%
260	DUI COURT FINES	26	2,724	2,833	18,209	1,388	16,244	12,641	1,615	11,805	66,924	19,497	11,231	-	165,112	167,500	167,500	99%
270	POLICE PROGRAMS/LAB	27	-	2,188	11,692	366	433	-	1,235	294	490	352	299	-	17,349	34,700	34,700	50%
300	RADIO COMMUNICATIONS	30	-	-	-	-	-	-	0	-	-	-	-	-	-	213,513	-	-
310	FIRE PROGRAMS/CADET	31	-	-	-	-	-	-	0	-	-	-	-	-	-	50,261	-	-
320	FIRE EMERGENCY GRANT	32	-	-	-	-	-	-	-	-	-	-	-	-	-	188,148	188,148	0%
397	JUSTICE ADMIN GRANT - 2013	39	11,521	-	-	-	-	-	-	-	-	-	-	-	11,521	46,084	46,084	25%
398	JUSTICE ADMIN GRANT - 2014	39	-	-	-	-	-	-	-	-	-	28,240	-	-	28,240	50,000	50,000	56%
Sub Total			107,002	31,808	67,160	97,755	68,053	85,116	77,431	54,630	248,408	112,683	56,349	-	1,006,398	1,227,598	1,143,824	88%
Debt Service																		
501	DS-SPRING CREEK SEWER LOAN	50	-	17,884	-	-	-	-	-	-	-	-	-	-	17,884	17,884	17,884	100%
502	DS-WEST MOUND SEWER LOAN	50	-	-	-	6,394	-	-	-	-	-	-	-	-	6,394	6,394	6,394	100%
503	DS-2014 GO BOND	50	-	1,260,694	-	-	-	375	-	519,744	-	-	-	-	1,780,813	1,780,788	1,780,788	100%
505	DS-2015 GO BOND	50	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	250,000	0%
512	DS-2002 BOND-WABASH CROSSNG	50	45,292	-	-	-	-	-	220,292	-	-	-	-	-	265,585	265,585	265,585	100%
514	DS-2008 GO BONDS	50	-	-	-	-	-	190,356	-	-	-	-	-	-	190,356	1,171,141	1,171,141	16%
516	DS-2010A BOND	50	-	-	-	-	-	222,891	-	-	-	-	-	-	222,891	596,211	596,211	37%
517	DS-2010B BOND	50	1,053	-	-	-	-	684,534	-	-	-	-	-	-	685,586	2,324,746	2,324,746	29%
518	DS-2010C BOND	50	-	-	-	-	-	41,800	-	-	-	-	-	-	41,800	279,028	279,028	15%
519	DS-2010D BOND	50	-	-	-	-	-	10,925	-	-	-	-	-	-	10,925	277,278	277,278	4%
521	DS-2012 GO BOND	50	-	673,738	-	-	-	-	-	73,891	-	-	-	-	747,629	747,629	747,629	100%
522	DS-2013 GO BOND	50	-	1,514,775	350	-	-	-	-	322,150	-	-	-	-	1,837,275	1,837,275	1,837,275	100%
Sub Total			46,345	3,467,091	350	6,394	-	1,150,881	220,292	915,784	-	-	-	-	5,807,138	9,553,959	9,553,959	61%
Public Works & Capital																		
430	2010 PROJECT FUND	43	-	3,207	10,142	2,128	10,907	105,099	283	1,596	89,336	-	14,126	-	236,824	880,908	880,908	27%
451	CAPITAL STREET PROJECTS	45	31,671	-	-	-	-	-	-	-	-	-	-	-	31,671	77,719	77,719	41%
460	MFT PROJECTS	46	33,574	120,002	609,004	238,951	30,038	612,845	56,358	42,662	122,593	37,069	1,237,970	-	3,141,066	3,528,481	3,528,481	89%
470	MAJOR MOVES	47	-	-	-	-	143,364	-	-	6,293	-	-	-	-	149,657	737,803	737,803	20%
490	FIRE CAPITAL	49	-	-	-	-	-	-	-	-	-	-	-	-	-	195,000	-	-
601	FLEET OPERATIONS	60	112,347	124,948	148,368	101,592	109,592	98,224	119,463	100,031	108,401	346,883	117,593	-	1,487,442	1,479,888	1,479,888	101%
602	FLEET INVENTORY	60	22,101	92,716	88,192	70,941	77,903	59,269	66,178	74,234	109,864	45,410	76,030	-	782,838	1,360,000	1,360,000	58%
603	FLEET CAPITAL	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
610	EQUIPMENT REPLACEMENT	61	-	-	-	520	-	-	-	-	-	270,265	64	-	270,848	650,000	650,000	42%
780	STORM WATER PROJECTS	78	19,072	1,098	5,280	1,849	3,372	38,965	59,860	61,947	87,012	70,190	58,586	-	407,229	1,509,216	1,509,216	27%
790	SEWER PROJECTS	79	307,283	370,201	273,107	270,830	157,628	1,217,165	904,699	384,355	249,206	262,524	508,889	-	4,905,885	8,764,202	8,764,202	56%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	221,017	-	-	-	-	-	226,901	-	-	447,918	519,696	519,696	86%
793	SEWER DEBT SERVICE-2014 IEPA	79	-	-	-	-	-	-	-	-	-	-	-	-	-	79,428	79,428	0%
Sub Total			526,048	712,172	1,134,092	907,827	532,803	2,131,567	1,206,841	671,118	766,411	1,259,240	2,013,259	-	11,861,379	19,782,341	19,587,341	61%
Management Services																		
670	MIS OPERATIONS	67	-	35,872	29,782	(11,215)	233,000	73,295	39,314	-	5,431	27,190	1,331	-	434,000	523,381	523,381	83%
701	MT-OPERATIONS	70	78,572	80,095	62,279	76,203	65,494	77,568	78,581	48,124	107,365	97,833	123,088	-	895,202	864,734	864,734	104%
702	MT-MAINTENANCE	70	91,020	76,177	116,710	71,515	82,269	310,851	91,527	94,424	102,180	128,591	81,101	-	1,246,365	1,104,580	1,104,580	113%
703	MT-TRANSPORTATION	70	383,191	303,373	387,667	306,318	296,219	429,078	307,016	300,682	329,005	399,093	225,711	-	3,667,353	4,469,555	4,469,555	82%
704	MT-INSURANCE	70	11,767	11,611	12,361	11,611	22,745	2,504	477	477	73,756	93,669	13,277	-	254,254	205,724	205,724	124%
705	MT-CAPITAL	70	-	-	-	-	-	119,600	-	-	2,000	-	-	-	121,600	3,300,000	3,300,000	4%
Sub Total			564,550	507,127	608,799	454,432	699,727	1,012,895	516,916	443,707	619,737	746,376	444,508	-	6,618,775	10,467,974	10,467,974	63%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

November, 2015

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
Library																			
351	LIBRARY OPERATIONS	35		296,367	240,660	324,292	238,900	233,370	269,204	330,771	241,515	280,168	270,389	310,622		3,036,258	3,418,183	3,418,183	89%
353	LIBRARY ANNEX	35		518	638	544	362	336	305	320	315	-	-	1,608		4,945	2,350	2,350	210%
582	LIBRARY CAPITAL PROJECTS	58		-	-	-	-	-	-	-	-	-	-	-		-	35,000	35,000	0%
591	DPL-CANTONI TRUST	59		-	-	-	-	-	-	-	-	-	-	22		22	20,000	20,000	0%
592	DPL-MEYER TRUST	59		45	3,877	10,060	61	1,198	239	234	1,437	995	50	558		18,753	89,500	89,500	21%
594	DPL-DONATIONS	59		-	371	1,259	311	684	-	1,126	433	1,002	508	1,506		7,199	10,000	10,000	72%
Sub Total				296,929	245,546	336,155	239,633	235,588	269,747	332,451	243,700	282,165	270,947	314,316	-	3,067,177	3,575,033	3,575,033	86%
Other Miscellaneous																			
360	BAND	36		479	1,989	2,146	200	3,483	15,949	33,007	16,735	7,162	5,782	1,175		88,108	78,303	78,303	113%
641	RISK MANAGEMENT	64		34,710	25,366	24,873	27,359	27,640	25,147	31,200	24,786	24,946	29,335	24,363		299,724	333,431	333,431	90%
642	WORKER'S COMPENSATION	64		243,255	169,855	162,339	141,469	112,893	125,199	24,518	104,382	83,913	147,260	88,276		1,403,359	1,729,443	1,729,443	81%
643	LIABILITY PROPERTY & CASUALTY	64		3,708	70,399	161,134	83,467	7,223	15,128	4,489	12,392	275,191	14,210	2,736		650,078	764,661	764,661	85%
651	MEDICAL INSURANCE	65		926,475	795,249	807,165	800,747	895,537	854,980	752,073	746,874	698,076	745,324	774,745		8,797,244	9,565,180	9,565,180	92%
653	UNEMPLOYMENT INSURANCE	65		-	8,696	-	-	16,292	-	-	5,982	-	-	12,201		43,170	50,368	50,368	86%
Sub Total				1,208,627	1,071,554	1,157,656	1,053,242	1,063,068	1,036,403	845,286	911,150	1,089,288	941,912	903,496	-	11,281,682	12,521,386	12,521,386	90%
Water Utility & Capital																			
801	WATER PRODUCTION	80		276,192	315,287	471,068	351,950	343,904	418,613	408,324	309,379	391,220	310,832	700,354		4,297,124	5,413,567	5,413,567	79%
802	WATER LAKE SERVICES	80		65,677	52,382	65,893	55,956	52,150	90,444	122,181	119,710	167,039	59,468	47,203		898,101	1,118,213	1,118,213	80%
803	WATER ADMINISTRATION	80		265,973	266,655	255,224	253,884	254,199	258,747	271,038	274,995	256,470	256,486	258,659		2,872,330	4,707,082	4,707,082	61%
804	WATER SERVICES	80		284,856	236,483	244,709	229,165	258,656	217,165	282,831	223,075	231,390	251,855	256,143		2,716,326	3,657,990	3,657,990	74%
808	WATER DEBT SERV-SWTP	80		808,721	275,641	325,641	325,641	325,641	396,864	396,862	806,863	806,863	806,863	806,863		6,082,463	6,807,162	6,807,162	89%
809	WATER DEBT-NITRATE FACILITY	80		-	-	-	-	-	242,179	-	-	-	-	242,179		484,358	484,358	484,358	100%
80B	WATER DEBT-MAIN&FRANK TANK	80		180,840	-	-	-	-	180,840	-	-	-	-	-		361,681	357,109	357,109	101%
80C	WATER DEBT-ENERGY PROJECT	80		-	296,750	500	-	296,750	-	-	296,750	-	-	305,000		1,195,750	1,195,250	1,195,250	100%
811	WATER NON LAKE CAPITAL	81		-	248,509	99,173	139	-	-	11,480	334	66,470	339,221	397,331		1,162,658	3,379,697	3,379,697	34%
812	WATER LAKE CAPITAL	81		-	10,000	-	-	135,774	201,065	-	23,381	-	-	3,312		373,531	795,000	795,000	47%
890	WATER BONDS	89		2,428,376	-	7,341	46,369	14,459	2,316,304	35,426	1,697,912	403,131	6,122,248	2,843,608		15,915,175	24,460,000	24,460,000	65%
Sub Total				4,310,635	1,701,706	1,469,549	1,263,105	1,681,532	4,141,380	1,708,982	3,752,400	2,322,583	8,146,973	5,860,652	-	36,359,498	52,375,428	52,375,428	69%
Fudiciary Trust & Agency																			
900	FIRE PENSION	90		590,226	621,980	591,565	583,339	608,601	600,039	600,278	607,243	612,955	594,739	625,695		6,636,660	7,527,342	7,527,342	88%
910	POLICE PENSION	91		555,628	657,219	566,420	577,619	571,712	590,765	571,802	651,746	563,816	562,146	629,834		6,498,706	7,104,981	7,104,981	91%
Sub Total				1,145,854	1,279,199	1,157,985	1,160,958	1,180,314	1,190,804	1,172,080	1,258,989	1,176,771	1,156,885	1,255,528	-	13,135,367	14,632,323	14,632,323	90%
Grand Total Expenditures				14,398,592	13,415,080	10,802,375	9,671,911	9,920,464	20,559,114	12,314,377	12,562,755	14,149,231	17,235,239	15,242,829	-	150,271,966	197,371,432	195,766,008	77%

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

Month of: **November, 2015**

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	1,779,895	902,706	877,189	758,827	1,021,068
Tapping Fees	2,188	3,000	(812)	-	2,188
Transfer from Other funds	19,245	19,245	-	-	19,245
Interest Income	225	50	175	98	127
Other Income	25,443	10,000	15,443	356	25,087
Total Revenue	1,826,996	935,001	891,995	759,281	1,067,715
Cost of Service					
Water Production	700,354	438,162	262,192	385,808	314,546
Water Services	256,143	287,895	(31,752)	245,957	10,186
Total Cost of Service	956,497	726,057	230,440	631,765	324,732
% of Revenue	52.4%	77.7%		83.2%	
Water Gross Margin	870,499	208,944	661,555	127,516	742,983
% of Revenue	47.6%	22.3%		16.8%	
Operating Expense					
Lake Management	47,203	89,146	(41,943)	136,666	(89,463)
Water Administration	258,659	258,365	294	222,024	36,635
Total Operating Expense	305,862	347,511	(41,649)	358,690	(52,828)
% of Revenue	16.7%	37.2%		47.2%	
Margin Before Debt Service	564,637	(138,567)	703,204	(231,174)	795,811
% of Revenue	30.9%	-14.8%		-30.4%	
Debt Service					
GO Bond Debt	806,863	806,863	-	714,008	92,855
IEPA - Nitrate Facility	242,179	242,179	-	242,179	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	305,000	305,000	-	296,750	8,250
Total Debt Service	1,354,042	1,354,042	-	1,252,937	101,105
% of Revenue	74.1%	144.8%		165.0%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Operating Income	(789,405)	(1,492,609)	703,204	(1,484,111)	694,706
% of Revenue	-43.2%	-159.6%		-195.5%	

Balance Sheet Items (Operating Fund)				
Cash	7,357,875		2,452,327	
Interfund AR	100,000		200,000	
Investments	-		-	
Total Cash & Investments	7,457,875		2,652,327	
Accounts Receivable	2,788,982		1,694,060	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
22,963,822	21,287,444	1,676,378	17,894,514	5,069,308
20,931	33,000	(12,069)	33,024	(12,093)
76,980	76,980	-	47,959	29,021
1,765	550	1,215	760	1,005
196,287	110,000	86,287	128,851	67,436
23,259,785	21,507,974	1,751,811	18,105,108	5,154,677
4,297,123	4,923,530	(626,407)	3,755,198	541,925
2,716,328	3,302,344	(586,016)	2,740,829	(24,501)
7,013,451	8,225,874	(1,212,423)	6,496,027	517,424
30.2%	38.2%		35.9%	
16,246,334	13,282,100	2,964,234	11,609,081	4,637,253
69.8%	61.8%		64.1%	
898,103	1,012,914	(114,811)	873,100	25,003
2,872,330	2,872,750	(420)	2,495,771	376,559
3,770,433	3,885,664	(115,231)	3,368,871	401,562
16.2%	18.1%		18.6%	
12,475,901	9,396,436	3,079,465	8,240,210	4,235,691
53.6%	43.7%		45.5%	
6,082,463	6,082,463	-	4,587,690	1,494,773
484,358	484,358	-	484,358	-
361,680	361,681	(1)	345,105	16,575
1,195,750	1,195,250	500	744,703	451,047
8,124,251	8,123,752	499	6,161,856	1,962,395
34.9%	37.8%		34.0%	
-	-	-	-	-
4,351,650	1,272,684	3,078,966	2,078,354	2,273,296
18.7%	5.9%		11.5%	

Comments

Receivable from Recycling Fund

Prepared By: Office of the City Treasurer

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

Month of: **November, 2015**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	1,560,600	CapEx funding from Water Operating Fund
ADM Cost Share	-	319,482	1,000,000	(680,518)	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	65	1,580	-	1,580	-	
Total Revenue	65	321,062	1,000,000	(678,938)	2,560,600	
CapEx Project Spending						
Operating CapEx	-	1,629	50,000	(48,371)	50,000	
Capital Equipment	-	354,246	-	354,246	-	
JCI Water Meter project	-	-	1,168,697	(1,168,697)	1,168,697	
Water Distribution	-	-	200,000	(200,000)	200,000	
Pump Stations	-	-	175,000	(175,000)	300,000	
Water Main Replacement	380,619	747,332	903,000	(155,668)	993,000	
SWTP CapEx	16,712	59,450	568,000	(508,550)	668,000	
Lake Operating	3,312	3,312	22,223	(18,911)	25,000	
Storm Water Improvement	-	201,065	-	201,065	210,000	
EPA Non Source	-	19,841	25,000	(5,159)	25,000	
Lakefront Development	-	145,774	500,000	(354,226)	500,000	
Sediment Control	-	3,540	35,000	(31,460)	35,000	
xxxx	-	-	-	-	-	
xxxx	-	-	-	-	-	
xxxx	-	-	-	-	-	
Total CapEx Spending	400,643	1,536,189	3,646,920	(2,110,731)	4,174,697	
Surplus (Deficit)	(400,578)	(1,215,127)	(2,646,920)		(1,614,097)	
Capital Fund Cash Position						
Cash at January 1, 2014	3,768,276					
Current Cash Position	2,553,150	Cash Position Target at December 31, 2015			2,154,179	
included in cash above	1,169,531	JCI project cash in Regions escrow account			-	

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	25,537	26,418	29,872	24,586	27,189	28,348	27,309	25,025	27,326	28,502	23,993		294,105	
Industrial	33	33	33	33	33	33	33	33	33	33	33		363	
Commercial	2,622	2,666	2,819	2,502	2,661	2,818	2,679	2,599	2,703	2,729	2,507		29,305	
Total	28,192	29,117	32,724	27,121	29,883	31,199	30,021	27,657	30,062	31,264	26,533	-	323,773	100.3%
Delinquent Bills														
Residential	6,872	6,507	7,250	6,803	6,001	7,870	7,363	6,965	7,582	7,757	6,402		77,372	
Industrial	2	-	-	-	-	-	-	-	-	-	-		2	
Commercial	429	345	406	352	327	387	376	402	377	401	302		4,104	
Total	7,303	6,852	7,656	7,155	6,328	8,257	7,739	7,367	7,959	8,158	6,704	-	81,478	106.8%
Total Bill Count	35,495	35,969	40,380	34,276	36,211	39,456	37,760	35,024	38,021	39,422	33,237	-	405,251	101.5%
Cubit Feet Consumption Billed														
Residential	12,884,286	12,298,038	13,495,337	11,719,072	12,764,089	13,912,477	14,302,296	14,020,261	15,328,389	14,581,846	11,634,197		146,940,288	98.3%
Industrial	46,994,530	39,815,985	33,165,560	43,361,232	41,275,400	38,976,983	47,557,297	44,169,858	45,462,239	44,151,617	37,452,024		462,382,725	114.6%
Commercial	11,263,612	9,505,907	10,138,657	10,610,268	10,013,308	11,648,090	12,849,089	13,265,969	15,102,023	13,618,363	11,991,360		130,006,646	102.2%
Total	71,142,428	61,619,930	56,799,554	65,690,572	64,052,797	64,537,550	74,708,682	71,456,088	75,892,651	72,351,826	61,077,581	-	739,329,659	108.7%
Water Shut Offs														
	296	331	283	314	252	349	334	366	334	314	252		3,425	124.8%
Customer Service Telephone Calls	4,806	4,284	5,076	4,849	4,330	4,887	5,158	5,070	4,717	4,974	4,262		52,413	110.8%
Water Billed \$														
Residential	\$ 582,901	\$ 542,581	\$ 578,515	\$ 501,760	\$ 588,534	\$ 738,751	\$ 751,598	\$ 726,028	\$ 789,539	\$ 762,262	\$ 617,870		\$ 7,180,339	125.9%
Industrial	\$ 910,973	\$ 789,337	\$ 689,353	\$ 853,302	\$ 809,525	\$ 945,641	\$ 1,130,989	\$ 1,064,698	\$ 1,069,925	\$ 1,065,933	\$ 906,943		\$ 10,236,619	144.0%
Commercial	\$ 392,034	\$ 343,449	\$ 364,232	\$ 366,672	\$ 380,137	\$ 504,612	\$ 536,239	\$ 540,699	\$ 602,574	\$ 564,917	\$ 504,979		\$ 5,100,544	128.3%
Total	\$ 1,885,908	\$ 1,675,367	\$ 1,632,100	\$ 1,721,734	\$ 1,778,196	\$ 2,189,004	\$ 2,418,826	\$ 2,331,425	\$ 2,462,038	\$ 2,393,112	\$ 2,029,792	\$ -	\$ 22,517,502	134.1%
Penalty \$	\$ 9,552	\$ 9,773	\$ 9,573	\$ 8,979	\$ 8,335	\$ 11,403	\$ 12,874	\$ 13,317	\$ 14,439	\$ 13,449	\$ 10,282		\$ 121,976	123.5%
Total Billed	\$ 1,895,459	\$ 1,685,140	\$ 1,641,673	\$ 1,730,713	\$ 1,786,531	\$ 2,200,407	\$ 2,431,700	\$ 2,344,742	\$ 2,476,477	\$ 2,406,561	\$ 2,040,074	\$ -	\$ 22,639,477	134.1%
Water Gallonage														
Gallons (000)	245,850	230,470	256,570	268,360	284,300	228,570	294,720	300,870	304,789	274,480	260,710		2,949,689	89.8%
\$ Billed	\$ 73,509	\$ 68,911	\$ 76,714	\$ 80,240	\$ 85,006	\$ 68,342	\$ 88,121	\$ 89,960	\$ 91,132	\$ 82,070	\$ 77,584		\$ 881,589	91.9%
Water Billed vs Cash Receipts														
Billed \$	\$ 1,968,969	\$ 1,754,051	\$ 1,718,387	\$ 1,810,953	\$ 1,871,537	\$ 2,268,749	\$ 2,519,821	\$ 2,434,702	\$ 2,567,609	\$ 2,488,631	\$ 2,117,658	\$ -	\$ 23,521,067	131.8%
Cash Revenue \$	\$ 1,884,792	\$ 1,809,958	\$ 1,728,841	\$ 1,804,985	\$ 1,777,447	\$ 2,173,545	\$ 2,467,269	\$ 2,470,164	\$ 2,536,896	\$ 2,530,030	\$ 1,179,895		\$ 22,363,820	125.0%
% Cash to Billed	95.7%	103.2%	100.6%	99.7%	95.0%	95.8%	97.9%	101.5%	98.8%	101.7%	55.7%	-	95.1%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,815	24,364	29,278	24,584	27,843	24,659	30,034	27,674	25,309	27,915	24,005	30,100	323,580	
Industrial	33	33	32	33	33	33	33	33	33	33	-	33	362	
Commercial	2,712	2,494	2,762	2,611	2,665	2,433	2,919	2,781	2,578	2,682	2,408	2,797	31,842	
Total	30,560	26,891	32,072	27,228	30,541	27,125	32,986	30,488	27,920	30,630	26,413	32,930	355,784	
Delinquent Bills														
Residential	7,066	6,146	5,611	6,804	5,727	7,139	6,860	6,969	7,274	7,394	5,424	8,615	81,029	
Industrial	-	-	-	-	-	-	-	-	1	-	-	-	1	
Commercial	378	295	342	322	335	389	355	368	364	398	314	480	4,340	
Total	7,444	6,441	5,953	7,126	6,062	7,528	7,215	7,337	7,639	7,792	5,738	9,095	85,370	
Total Bill Count	38,004	33,332	38,025	34,354	36,603	34,653	40,201	37,825	35,559	38,422	32,151	42,025	441,154	
Cubit Feet Consumption Billed														
Residential	14,579,987	14,164,757	12,045,872	11,844,397	14,515,945	13,657,291	16,659,388	14,419,222	12,841,812	13,541,611	11,285,234	13,598,819	163,154,335	
Industrial	38,045,174	36,304,337	34,396,278	41,422,088	40,283,387	41,416,368	42,248,940	43,930,038	45,246,709	40,188,801	-	60,233,519	463,715,639	
Commercial	10,548,740	11,095,788	10,367,766	10,880,209	11,948,315	11,827,169	13,529,250	13,497,533	16,822,073	11,886,637	4,788,858	13,075,053	140,267,391	
Total	63,173,901	61,564,882	56,809,916	64,146,694	66,747,647	66,900,828	72,437,578	71,846,793	74,910,594	65,617,049	16,074,092	86,907,391	767,137,365	
Water Shut Offs														
	227	240	232	241	177	199	247	320	285	300	276	310	3,054	
Customer Service Tphone Calls	4,556	4,103	4,125	4,104	4,063	4,079	4,665	4,697	4,508	4,690	3,716	4,633	51,939	
Water Billed \$														
Residential	\$ 470,266	\$ 442,949	\$ 399,810	\$ 388,866	\$ 528,968	\$ 568,187	\$ 691,631	\$ 607,041	\$ 544,197	\$ 577,469	\$ 485,266	\$ 587,603	\$ 6,292,253	
Industrial	\$ 571,572	\$ 565,353	\$ 523,664	\$ 616,491	\$ 691,899	\$ 804,885	\$ 818,746	\$ 854,574	\$ 878,230	\$ 784,386	\$ -	\$ 1,130,220	\$ 8,240,020	
Commercial	\$ 290,430	\$ 296,496	\$ 284,817	\$ 295,708	\$ 360,943	\$ 399,091	\$ 463,406	\$ 479,435	\$ 484,792	\$ 411,821	\$ 208,211	\$ 442,302	\$ 4,417,452	
Total	\$ 1,332,268	\$ 1,304,798	\$ 1,208,291	\$ 1,301,065	\$ 1,581,810	\$ 1,772,163	\$ 1,973,783	\$ 1,941,050	\$ 1,907,219	\$ 1,773,676	\$ 693,477	\$ 2,160,125	\$ 18,949,725	
Penalty \$	\$ 9,176	\$ 6,961	\$ 8,391	\$ 6,793	\$ 6,953	\$ 9,135	\$ 10,331	\$ 10,473	\$ 11,672	\$ 11,140	\$ 7,704	\$ 11,644	\$ 110,373	
Total Billed	\$ 1,341,444	\$ 1,311,759	\$ 1,216,682	\$ 1,307,858	\$ 1,588,763	\$ 1,781,298	\$ 1,984,114	\$ 1,951,523	\$ 1,918,891	\$ 1,784,816	\$ 701,181	\$ 2,171,769	\$ 19,060,098	
Water Gallonage														
Gallons (000)	347,520	307,710	300,240	302,850	297,810	352,350	329,490	293,330	256,320	249,910	245,420	255,573	3,538,523	
\$ Billed	\$ 101,476	\$ 89,851	\$ 87,670	\$ 88,432	\$ 86,961	\$ 102,886	\$ 96,211	\$ 85,652	\$ 74,845	\$ 72,974	\$ 72,548	\$ 76,416	\$ 1,035,922	
Water Billed vs Cash Receipts														
Billed \$	\$ 1,442,920	\$ 1,401,610	\$ 1,304,352	\$ 1,396,290	\$ 1,675,724	\$ 1,884,184	\$ 2,080,325	\$ 2,037,175	\$ 1,993,736	\$ 1,857,790	\$ 773,729	\$ 2,248,185	\$ 20,096,020	
Cash Revenue \$	\$ 1,478,921	\$ 1,092,773	\$ 1,960,250	\$ 1,411,461	\$ 1,475,466	\$ 1,793,787	\$ 1,588,222	\$ 2,345,263	\$ 2,102,747	\$ 1,886,797	\$ 758,827	\$ 2,364,275	\$ 20,258,789	
% Cash to Billed	102.5%	78.0%	150.3%	101.1%	88.0%	95.2%	76.3%	115.1%	105.5%	101.6%	98.1%	105.2%	100.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: November, 2015

	2015 Budget	2014 Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	4	3	3	4	4	4	4	4	4	4	4	4		3
Legislative	0	0	0	0	0	0	0	0	0	0	0	0		0
Finance	22	21	21	20	22	22	22	22	22	22	21	21		21
Management Services	15	15	15	15	15	14	14	13	13	13	15	15		15
Corporation Counsel	8	8	8	8	8	8	8	8	8	8	7	7		8
Planning & Building Services	12	11	11	12	12	12	11	11	11	11	12	12		12
Neighborhood Services	9	7	7	7	7	7	7	7	7	7	7	8		7
Public Safety	305	297	296	300	301	299	296	296	293	304	304	304		287
Public Works	70	67	65	64	64	64	67	67	66	65	63	66		65
Water Management	46	43	43	43	43	43	42	42	42	42	45	45		43
Total Full Time	491	472	469	473	476	473	471	470	466	476	478	482	0	461
Part Time Staffing														
Executive	0	1	1											1
Legislative	7	7	7	7	7	7	7	7	7	7	7	7		7
Finance	0													1
Management Services	0													0
Corporation Counsel	0													0
Planning & Building Services	0							1	2	2	1	1		0
Neighborhood Services	0		1	1	1	1	1	1	1					0
Public Safety	0							2	2	2	2	2		0
Public Works	0	6	1											0
Water Management	0					9	12	12	12	2	1	1		0
Total Temporary	7	14	10	8	8	17	20	23	24	13	11	11	0	9
Total City Staff Headcount	498	486	479	481	484	490	491	493	490	489	489	493	0	470

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: November, 2015

	2015 Budget	Jan	Feb	Mar	Apr	May	2014 Staffing Levels							Prior Yr End
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive	4	3	3	4	4	4	4	4	4	4	4	4		3
Legislative	0	0	0	0	0	0	0	0	0	0	0	0		
Financial Management														
Finance	11	11	11	10	11	11	11	11	11	11	11	11		11
Purchasing	2	2	2	2	2	2	2	2	2	2	2	2		2
Risk Management	2	2	2	2	2	2	2	2	2	2	2	2		2
Water Customer Service	7	6	6	6	7	7	7	7	7	7	6	6		6
Total	22	21	21	20	22	22	22	22	22	22	21	21	0	21
Management Services														
City Clerk	2	2	2	3	3	2	2	2	2	2	2	2		3
Human Resources	3	3	3	3	3	3	3	3	2	2	3	3		2
MIS Information Technology	9	9	9	8	8	8	8	8	9	8	9	9		9
Mass Transit	1	1	1	1	1	1	1	0	0	1	1	1		1
Total	15	15	15	15	15	14	14	13	13	13	15	15	0	15
Corporation Legal Counsel	8	8	8	8	8	8	8	8	8	8	7	7		8
Planning & Building Service														
Planning & Sustainability	6	5	5	6	6	6	5	5	5	5	6	6		6
Building Inspections	6	6	6	6	6	6	6	6	6	6	6	6		6
Total	12	11	11	12	12	12	11	11	11	11	12	12	0	12
Neighborhood Services														
Outreach	3	2	2	2	2	2	2	2	2	2	2	3		3
Inspection	6	5	5	5	5	5	5	5	5	5	5	5		4
Total	9	7	7	7	7	7	7	7	7	7	7	8	0	7
Public Safety														
Fire	111	107	107	111	111	111	109	109	109	111	111	111		107
Police	170	169	168	168	167	165	164	163	161	170	169	169		159
Police Communications	24	21	21	21	23	23	23	24	23	23	24	24		21
Total	305	297	296	300	301	299	296	296	293	304	304	304	0	287
Public Works														
Administration	2	2	2	2	2	2	2	2	2	2	2	2		2
Engineering	11	11	10	10	10	10	10	10	10	10	10	10		11
Municipal Services	57	54	53	52	52	52	55	55	54	53	51	54		52
Total	70	67	65	64	64	64	67	67	66	65	63	66	0	65
Water Management														
Administration	4	4	4	4	4	4	4	4	4	4	4	4		4
Production	15	14	15	15	15	14	14	14	14	14	15	15		14
Services	27	25	24	24	24	25	24	24	24	24	26	26		25
Total	46	43	43	43	43	43	42	42	42	42	45	45	0	43
Total City Staffing	491	472	469	473	476	473	471	470	466	476	478	482	0	461

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: November, 2015

2015 Budget	2014 Staffing Levels												Prior Yr End
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff													
Executive	1	1											1
Legislative	7	7	7	7	7	7	7	7	7	7	7	7	7
Financial Management													
Finance													
Purchasing													
Risk Management													
Water Customer Service													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Services													
Administration													
Human Resources													
MIS Information Technology													
Mass Transit													
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
Corporation Legal Counsel													0
Planning & Building Service													
Planning & Sustainability							1	1	1	1	1		
Building Inspections								1	1				
Total	0	0	0	0	0	0	0	1	2	2	1	1	0
Neighborhood Services													
Outreach		1	1	1	1	1	1	1					
Inspection													
Total	0	0	1	1	1	1	1	1	1	0	0	0	0
Public Safety													
Fire													
Police							2	2	2	2	2		
Police Communications													
Total	0	0	0	0	0	0	0	2	2	2	2	0	0
Public Works													
Administration													
Engineering													
Municipal Services	6	1											
Total	0	6	1	0	0	0	0	0	0	0	0	0	0
Water Management													
Administration & Lake					9	12	12	12	2	1	1		
Production													
Services													
Total	0	0	0	0	0	9	12	12	2	1	1	0	0
Total City Staffing	7	14	10	8	8	17	20	23	24	13	11	11	8

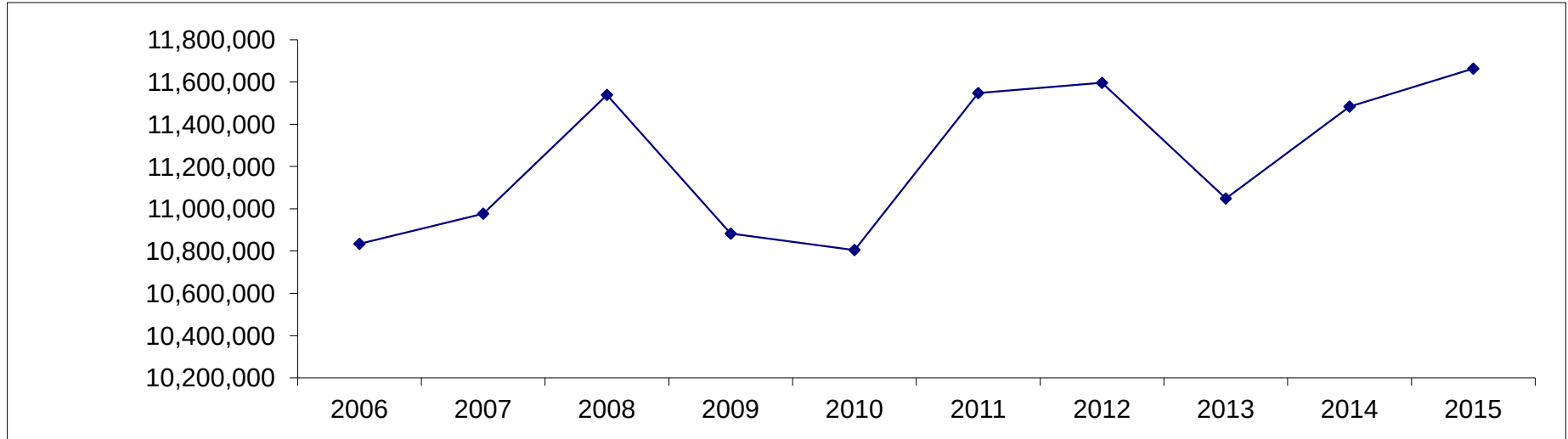
Note
 Above report includes all Temporary W-2 EE's

Projected Revenues

STATE SALES TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	834,093	839,753	950,792	997,996	832,060	916,053	939,211	918,325	938,684	963,009	A
FEBRUARY	774,643	846,592	918,964	915,498	882,512	1,104,610	935,641	880,247	914,587	941,678	A
MARCH	1,046,126	1,116,350	1,137,122	1,065,522	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	A
APRIL	821,576	823,747	871,929	857,110	771,162	844,138	871,624	856,724	825,291	857,417	A
MAY	1,022,405	824,758	858,475	778,543	845,828	851,665	986,897	884,323	868,465	877,404	A
JUNE	834,052	895,581	936,960	905,163	902,403	941,869	1,021,804	954,864	974,156	978,888	A
JULY	910,047	891,023	915,130	930,576	878,430	966,695	918,786	922,915	935,127	944,686	A
AUGUST	941,046	948,696	981,744	913,335	932,682	942,384	991,930	796,714	1,028,409	992,900	A
SEPTEMBER	928,346	959,958	1,000,615	902,510	956,479	976,252	951,845	948,422	979,712	1,006,626	A
OCTOBER	909,434	947,269	984,005	875,180	911,376	942,225	911,934	925,873	981,740	991,641	A
NOVEMBER	934,159	955,043	1,052,654	880,784	958,698	955,438	1,001,513	964,174	961,614	1,003,087	A
DECEMBER	878,148	928,029	930,497	860,148	890,326	965,215	906,055	919,141	969,684	984,835	B

TOTALS	10,834,074	10,976,799	11,538,887	10,882,364	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,662,961
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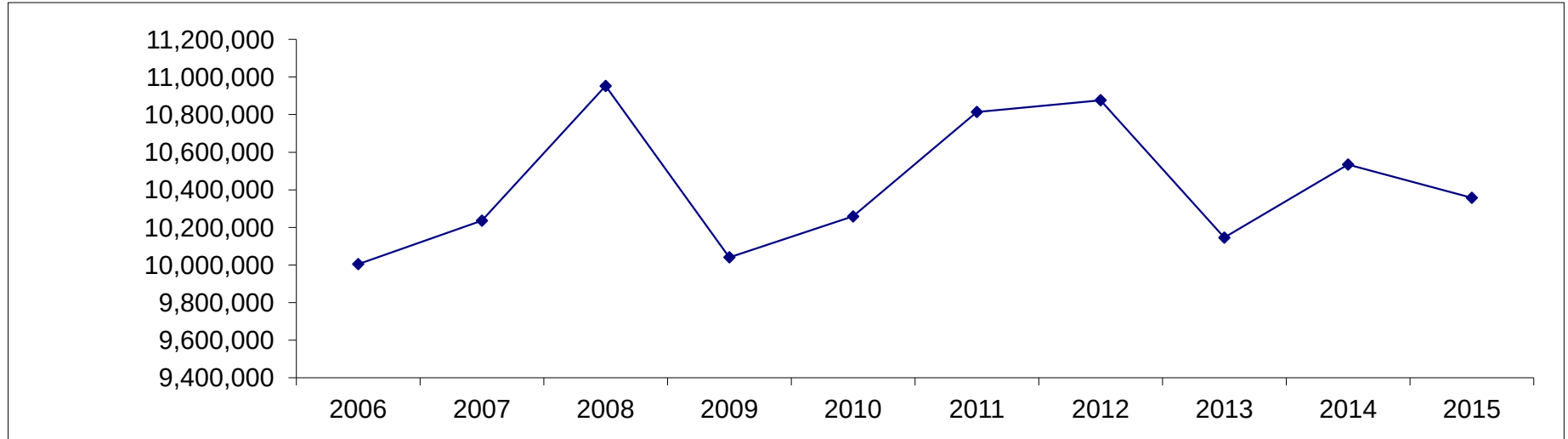


Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	849,114	822,865	884,581	908,470	805,816	841,530	914,456	861,196	887,481	889,089 A
FEBRUARY	812,201	898,031	915,708	854,383	857,826	880,959	911,162	880,506	862,759	863,243 A
MARCH	1,030,941	1,087,197	1,104,524	999,242	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115 A
APRIL	708,139	740,430	792,321	760,928	701,269	767,991	758,516	773,089	739,227	739,805 A
MAY	747,293	696,238	784,161	734,057	757,147	761,238	929,937	775,938	779,506	764,685 A
JUNE	777,130	838,248	863,332	807,427	847,234	863,436	942,726	853,033	865,335	832,374 A
JULY	816,359	823,069	874,926	773,331	859,117	925,802	864,230	846,702	864,489	833,551 A
AUGUST	853,373	800,569	949,298	847,643	868,171	959,067	927,747	619,512	957,423	906,467 A
SEPTEMBER	877,490	885,527	956,880	859,902	875,938	950,587	899,635	901,318	916,077	911,765 A
OCTOBER	821,199	869,233	943,181	825,361	871,193	898,365	838,868	860,182	882,079	875,986 A
NOVEMBER	878,862	916,129	982,082	845,374	930,915	916,686	902,358	897,029	884,609	882,605 A
DECEMBER	832,344	857,978	901,312	824,507	862,884	942,430	898,532	864,499	872,277	857,625 B
TOTALS	10,004,444	10,235,514	10,952,305	10,040,626	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,357,311



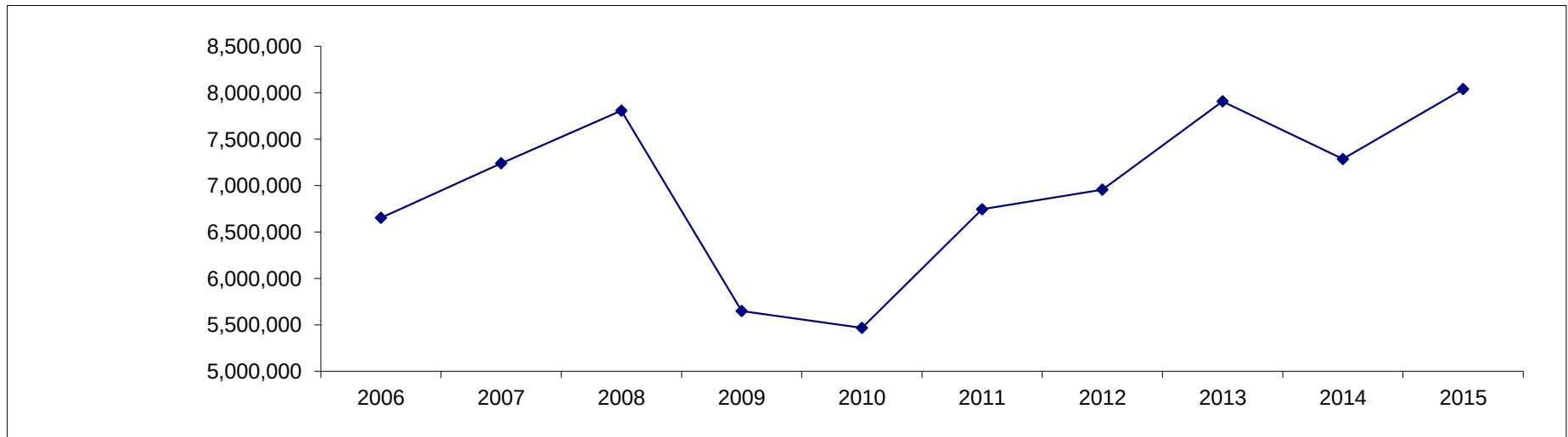
Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

Projected Revenues

STATE INCOME TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	362,221	411,038	415,687	357,826	580,540	805,061	761,050	632,905	850,845	852,700	A
FEBRUARY	546,498	551,116	613,332	604,246	0	1,038,247	0	478,227	0	0	A
MARCH	673,644	764,354	906,356	759,747	437,402	493,074	619,124	394,663	699,395	620,094	A
APRIL	381,307	405,030	483,881	0	343,824	562,140	394,295	1,333,938	742,236	925,184	A
MAY	1,522,074	689,825	1,945,284	411,757	0	0	1,187,505	404,944	423,934	403,609	A
JUNE	650,400	1,754,469	666,398	1,632,706	604,370	694,679	424,269	703,157	741,339	824,784	A
JULY	617,037	676,534	0	532,359	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	A
AUGUST	0	0	737,713	0	618,324	761,549	956,491	441,258	428,542	566,677	A
SEPTEMBER	788,194	406,087	430,153	579,623	1,240,367	454,403	502,880	675,812	709,251	1,263,519	A
OCTOBER	0	416,554	413,561	394,557	0	0	645,769	419,882	818,347	0	A
NOVEMBER	693,108	0	0	0	0	588,653	405,227	409,627	0	441,918	A
DECEMBER	419,144	1,165,828	1,194,938	376,737	606,245	404,975	401,952	714,661	721,926	776,691	B

TOTALS	6,653,628	7,240,836	7,807,304	5,649,558	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,039,706
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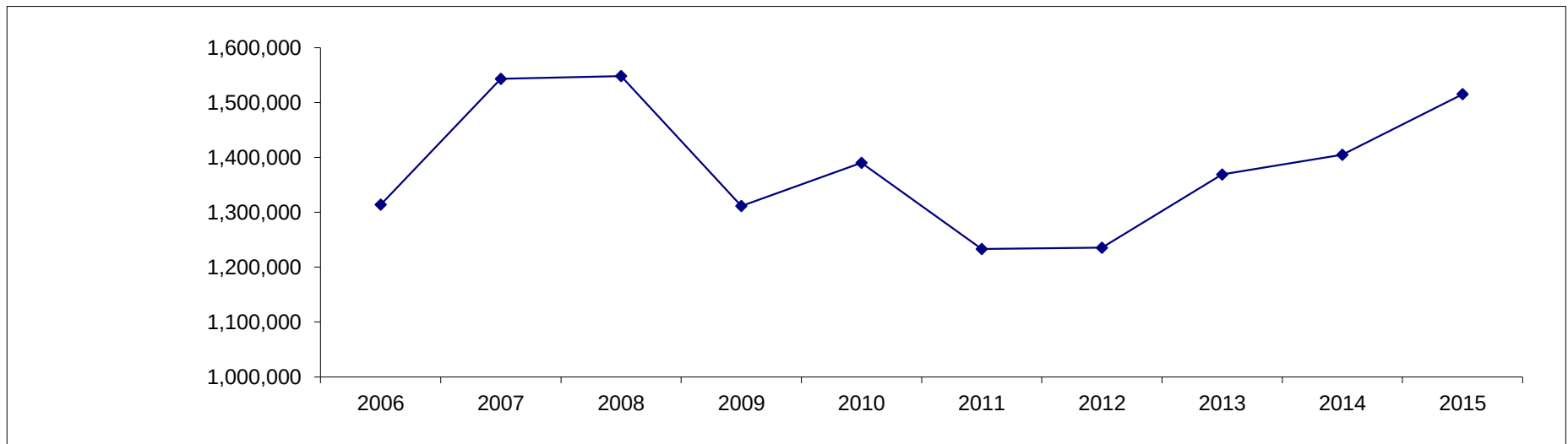


Amounts not yet remitted by the State

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	176,821	170,963	207,916	151,918	162,537	134,079	180,082	185,383	233,315	202,878	A
FEBRUARY				15,410	1,947	7,154	1,565	1,605	2,024	717	A
MARCH	65,111	97,118	103,781	63,426	68,150	78,877	61,281	62,898	80,778	70,137	A
APRIL	284,862	308,475	272,694	270,042	232,641	262,367	276,320	303,821	309,261	364,335	A
MAY	181,651	255,927	292,933	261,949	163,009	188,640	187,031	265,561	227,806	293,618	A
JUNE	1,557	5,854		5,564		3,923	5,417	937		2,501	A
JULY	232,533	255,797	232,926	212,605	165,572	176,542	238,582	260,211	229,514	238,695	A
AUGUST	75,470	112,826	128,603	22,481	21,743	43,808	28,828	29,295	24,688	32,169	A
SEPTEMBER	642	186	31,274	8,501	486	381	3,931		6,877	2,356	A
OCTOBER	234,657	234,426	210,470	241,537	316,230	292,298	181,562	188,719	227,489	239,950	A
NOVEMBER	2,050	1,991		2,101	2,750	2,542	1,579		0	0	A
DECEMBER	58,634	99,674	67,732	55,929	255,086	42,441	69,220	70,395	63,058	68,021	B

TOTALS	1,313,988	1,543,236	1,548,327	1,311,462	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,515,376
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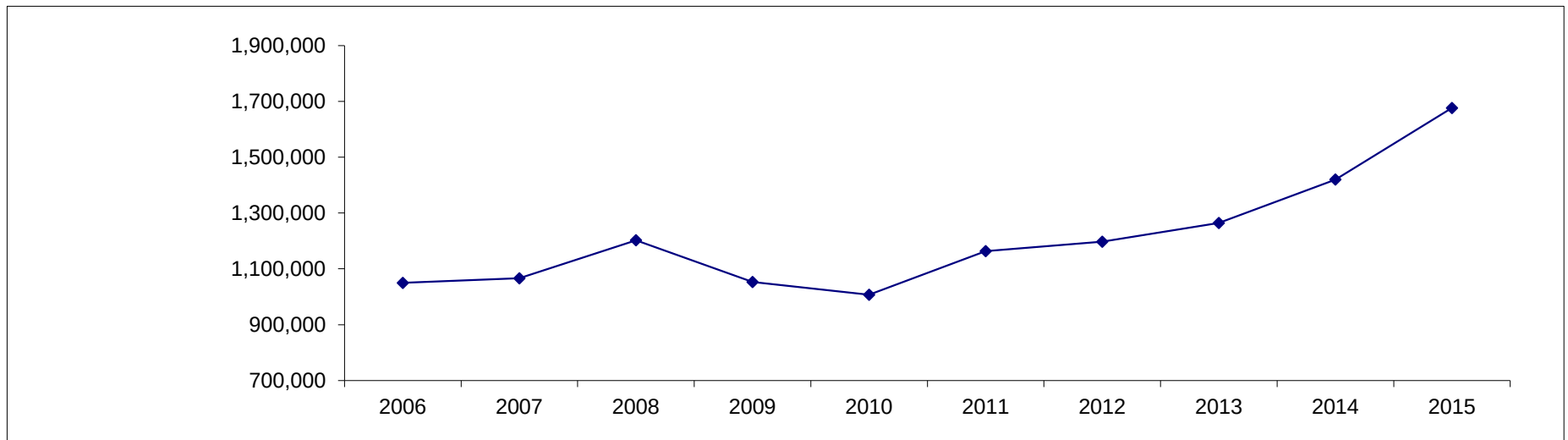
Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	75,019	89,662	94,492	99,612	74,655	118,641	89,854	98,119	115,740	136,569	A
FEBRUARY	72,340	80,310	95,217	89,127	66,683	92,228	90,475	103,364	108,961	129,837	A
MARCH	124,226	122,531	135,737	128,211	114,627	145,191	138,269	147,635	171,437	196,801	A
APRIL	80,167	71,836	88,576	81,612	68,212	88,796	88,358	102,769	90,904	69,628	A
MAY	80,402	69,285	81,441	72,972	54,250	95,460	98,119	76,976	89,241	135,902	A
JUNE	75,983	84,455	104,272	87,555	108,264	98,268	103,364	96,618	117,824	143,287	A
JULY	92,452	86,147	96,153	89,396	82,393	91,809	91,336	106,037	108,621	140,649	A
AUGUST	82,422	93,726	88,418	75,613	78,102	89,450	102,769	93,637	115,406	133,971	A
SEPTEMBER	94,975	109,997	108,669	100,537	100,770	98,836	86,379	124,363	128,816	0	A
OCTOBER	79,599	80,786	90,964	79,881	83,770	79,105	106,791	106,986	109,843	0	A
NOVEMBER	97,129	84,987	114,557	71,356	81,167	94,213	98,487	99,965	118,956	0	A
DECEMBER	94,947	92,388	104,069	77,019	94,304	71,453	102,979	107,849	144,341	589,615	B

TOTALS	1,049,661	1,066,110	1,202,565	1,052,890	1,007,197	1,163,451	1,197,180	1,264,318	1,420,091	1,676,258
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Distribution of State Use Tax requires a State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	611,770.82	699,394.65	620,093.85 A
FEBRUARY	722,166.89	742,236.29	925,183.52 A
MARCH	404,944.36	423,934.42	403,608.85 A
APRIL	703,157.13	741,339.01	824,784.39 A
MAY	1,298,806.12	1,150,540.58	1,364,531.10 A
JUNE	441,258.01	428,542.27	566,667.27 A
JULY	675,811.78	709,250.95	799,534.19 A
AUGUST	419,881.89	413,746.69	463,984.37 A
SEPTEMBER	409,627.32	404,600.26	441,918.34 A
OCTOBER	714,661.34	721,926.15	776,690.80 A
NOVEMBER	473,168.56	486,718.23	512,117.79 A
DECEMBER	377,676.74	365,981.44	407,055.70 B

TOTALS **7,828,943.94** **7,288,210.94** **8,106,170.17**

Listed in month
reported - receipts
delayed by State

Current Budget **7,600,000.00**

Projected Amt Over (Under) **506,170.17**

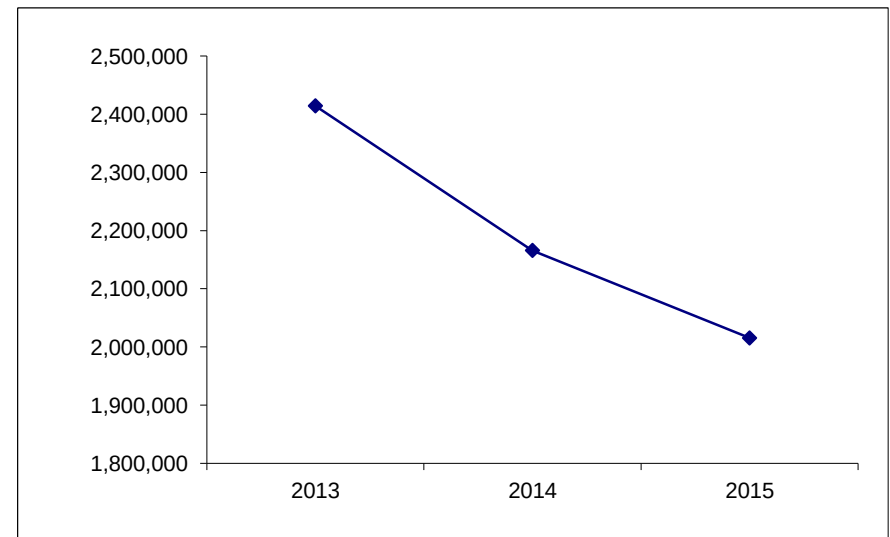
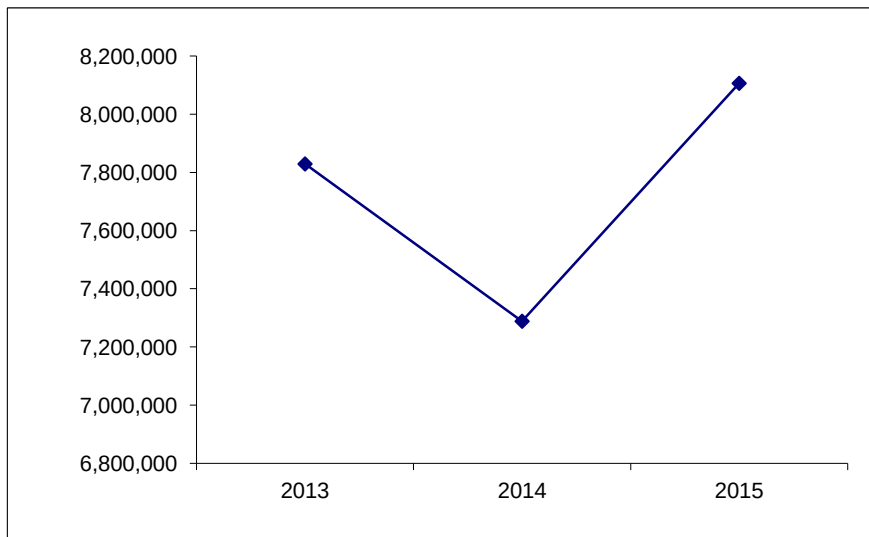
TELEPHONE COMMUNICATIONS TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	206,730.47	201,930.69	150,078.20 A
FEBRUARY	210,813.63	196,656.30	166,178.24 A
MARCH	205,199.41	219,543.59	181,658.89 A
APRIL	208,218.12	189,399.35	187,006.68 A
MAY	198,847.84	187,714.20	164,797.94 A
JUNE	204,030.56	193,162.54	182,269.15 A
JULY	195,797.13	185,801.38	175,287.81 A
AUGUST	198,719.39	164,654.54	171,899.36 A
SEPTEMBER	194,679.90	164,487.34	170,847.95 A
OCTOBER	200,727.22	162,812.89	173,242.43 A
NOVEMBER	198,029.61	171,843.16	173,116.61 A
DECEMBER	192,591.37	127,912.06	119,023.35 B

TOTALS **2,414,384.65** **2,165,918.04** **2,015,406.61**

Current Budget **2,189,000.00**

Projected Amt Over (Under) **-173,593.39**

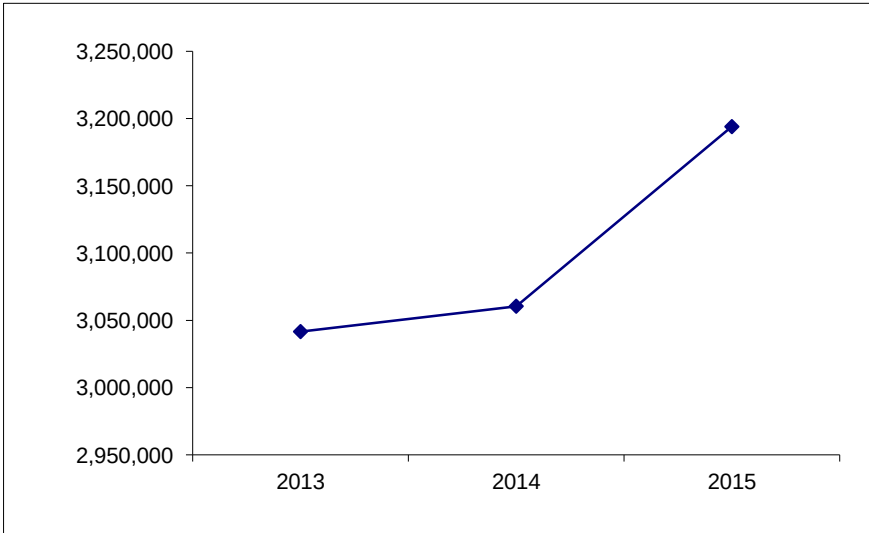


Projected Revenues

FOOD & BEVERAGE TAX

MONTH	2013 Actual	2014 Actual	2015	
JANUARY	270,423.65	283,352.90	239,978.27	A
FEBRUARY	228,340.26	208,805.40	250,432.57	A
MARCH	194,852.89	241,082.48	253,709.15	A
APRIL	292,242.35	266,812.71	256,370.27	A
MAY	265,992.84	227,346.38	254,139.10	A
JUNE	240,641.33	286,182.84	285,782.71	A
JULY	270,005.25	267,011.92	291,133.54	A
AUGUST	268,569.91	252,385.77	272,038.18	A
SEPTEMBER	277,411.15	264,225.02	276,602.93	A
OCTOBER	259,159.86	264,067.58	227,472.04	A
NOVEMBER	210,828.69	213,581.66	288,279.70	A
DECEMBER	263,155.25	285,626.26	298,089.87	B

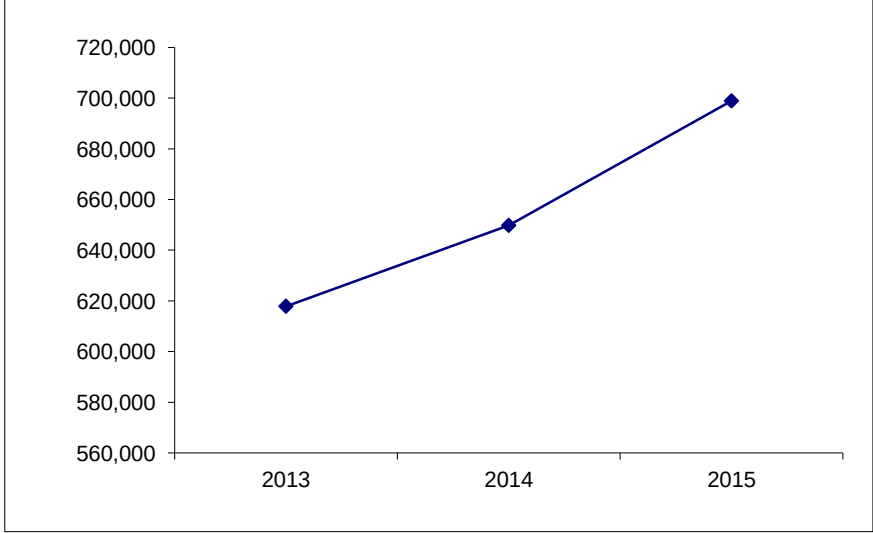
TOTALS	3,041,623.43	3,060,480.92	3,194,028.33
		Current Budget	3,119,000.00
		Projected Amt Over (Under)	75,028.33



HOTEL & MOTEL TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	33,858.13	35,028.90	26,727.71
FEBRUARY	44,899.70	39,468.79	38,349.47
MARCH	48,490.31	49,999.71	53,420.63
APRIL	46,331.31	48,838.37	60,066.44
MAY	53,455.01	34,429.05	45,446.95
JUNE	52,454.06	79,504.80	77,826.53
JULY	57,935.42	72,144.50	72,341.33
AUGUST	56,318.14	55,902.70	64,933.59
SEPTEMBER	77,557.54	66,024.80	77,304.64
OCTOBER	43,397.99	66,061.29	61,394.84
NOVEMBER	52,534.91	46,072.78	60,541.72
DECEMBER	50,659.76	56,331.60	60,591.35

TOTALS	617,892.28	649,807.29	698,945.20
		Current Budget	652,000.00
		Projected Amt Over (Under)	46,945.20

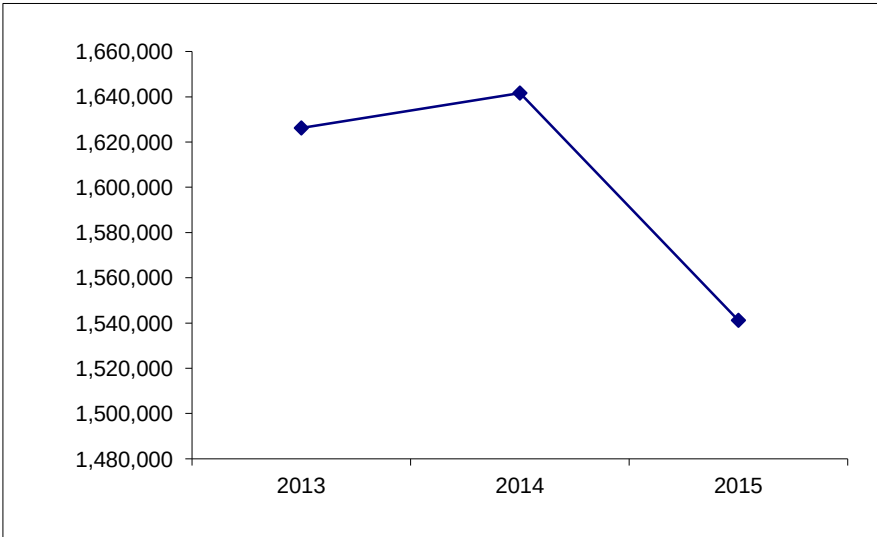


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

MONTH	2013 Actual	2014 Actual	2015	
JANUARY	143,130.64	144,670.93	149,238.44	A
FEBRUARY	177,883.87	0.00	163,584.49	A
MARCH	168,496.52	368,277.39	153,677.99	A
APRIL	154,710.09	165,121.36	110,338.44	A
MAY	133,779.63	152,113.12	78,471.74	A
JUNE	124,690.43	119,817.79	201,586.00	A
JULY	120,423.67	107,098.27	118,708.13	A
AUGUST	62,926.04	116,050.46	102,541.08	A
SEPTEMBER	166,192.31	114,352.44	121,147.65	A
OCTOBER	133,317.98	118,293.15	122,028.13	A
NOVEMBER	111,385.72	113,588.01	105,115.24	A
DECEMBER	129,270.42	122,251.07	114,772.57	B

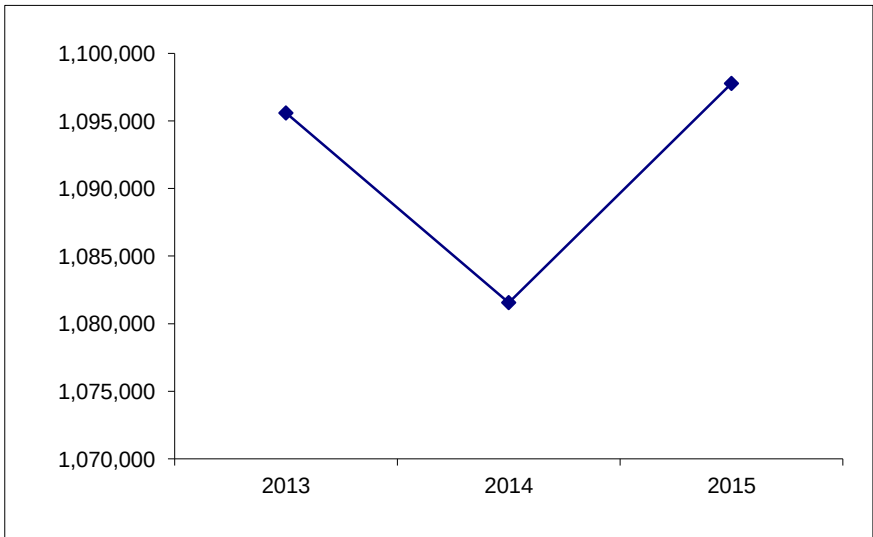
TOTALS	1,626,207.32	1,641,633.99	1,541,209.90
		Current Budget	1,736,000.00
		Projected Amt Over (Under)	-194,790.10



CABLE TV TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	270,800.97	238,821.76	238,199.60
FEBRUARY		29,266.65	33,008.50
MARCH			
APRIL	251,708.22	242,643.11	244,231.68
MAY	27,704.75	29,595.25	34,267.25
JUNE			
JULY	251,290.80	243,536.04	243,423.63
AUGUST	28,503.30	32,085.75	37,072.80
SEPTEMBER			
OCTOBER	243,980.59	234,193.72	232,248.25
NOVEMBER	21,605.35	31,417.95	35,328.90
DECEMBER			0.00

TOTALS	1,095,593.98	1,081,560.23	1,097,780.61
		Current Budget	1,109,000.00
		Projected Amt Over (Under)	-11,219.39

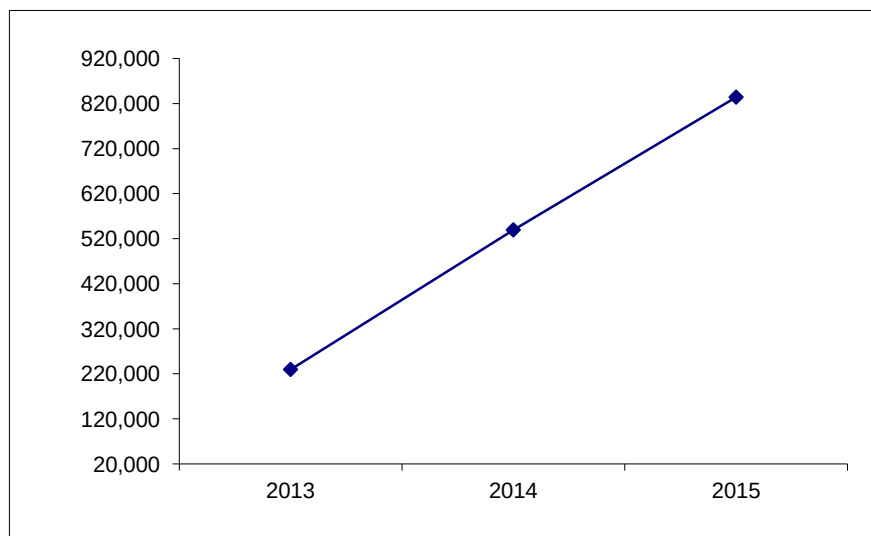


Projected Revenues

VIDEO GAMING TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	3,828.55	31,647.10	57,515.27
FEBRUARY	6,066.29	33,731.87	47,673.50
MARCH	8,243.38	31,397.88	59,308.56
APRIL	14,619.64	39,471.64	71,744.13
MAY	20,071.21	52,081.38	75,292.69
JUNE	22,968.83	48,020.09	74,431.99
JULY	24,469.36	47,887.74	0.00
AUGUST	24,813.42	43,756.69	0.00
SEPTEMBER	22,631.15	51,918.92	0.00
OCTOBER	25,597.23	51,900.59	0.00
NOVEMBER	26,519.55	49,502.86	0.00
DECEMBER	29,806.61	58,230.87	448,295.93

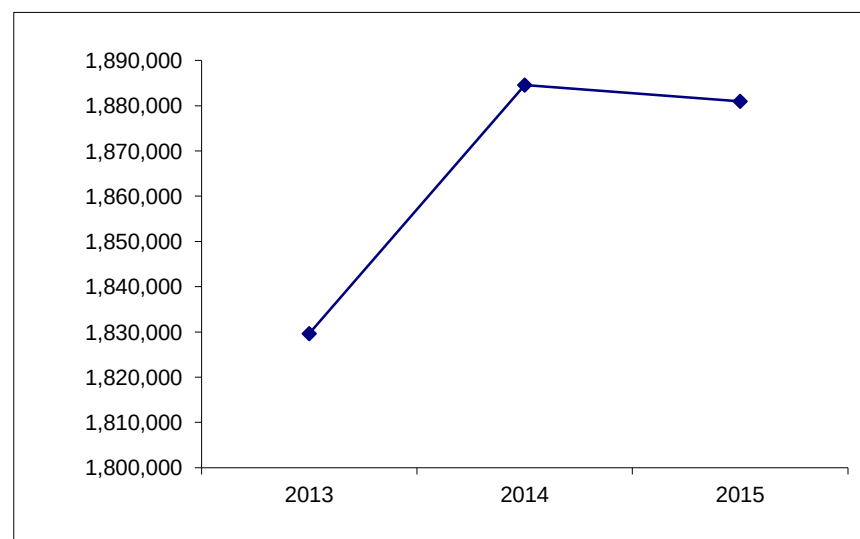
TOTALS	229,635.22	539,547.63	834,262.07
		Current Budget	630,000.00
		Projected Amt Over (Under)	204,262.07



46-MOTOR FUEL TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	157,574.06	190,483.91	191,692.85
FEBRUARY	152,931.77	167,854.22	180,154.99
MARCH	129,951.00	154,591.73	136,753.86
APRIL	153,786.43	121,554.43	70,155.26
MAY	130,909.57	140,334.05	177,044.18
JUNE	193,571.18	197,038.33	166,232.32
JULY	132,861.66	148,173.07	107,894.22
AUGUST	155,836.24	166,097.32	0.00
SEPTEMBER	182,996.91	112,786.32	0.00
OCTOBER	129,449.50	153,333.05	0.00
NOVEMBER	166,301.70	165,028.86	0.00
DECEMBER	143,449.55	167,272.99	851,026.46

TOTALS	1,829,619.57	1,884,548.28	1,880,954.14
		Current Budget	1,846,000.00
		Projected Amt Over (Under)	34,954.14



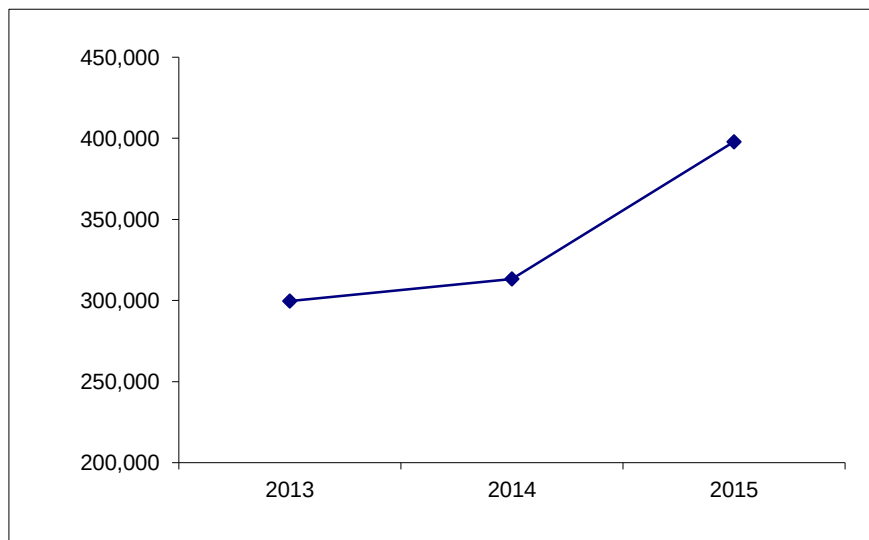
Distribution of Video Gaming Tax and MFT Tax require a State budget.

Projected Revenues

LIQUOR LICENSES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	400.00	100.00	2,238.44
FEBRUARY	450.00	100.00	820.19
MARCH	100.00	787.57	4,562.23
APRIL	1,332.28	63,385.97	15,088.85
MAY	189,358.32	190,925.00	157,666.68
JUNE	95,920.00	40,140.00	162,961.38
JULY	3,090.00	5,000.00	28,612.96
AUGUST	3,366.64	-2,000.00	-17,631.92
SEPTEMBER	2,083.19	2,733.28	18,353.36
OCTOBER	1,983.13	9,473.23	13,255.92
NOVEMBER	300.00	100.00	8,684.56
DECEMBER	1,266.62	2,555.22	3,244.85

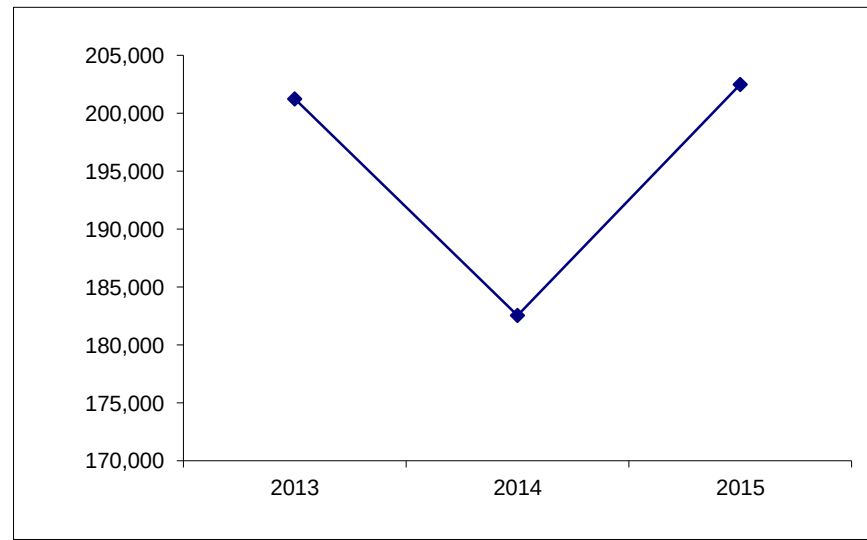
TOTALS	299,650.18	313,300.27	397,857.50
		Current Budget	300,000.00
		Projected Amt Over (Under)	97,857.50



BUILDING PERMITS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	11,520.30	11,246.00	15,069.00
FEBRUARY	8,150.00	7,712.00	16,667.20
MARCH	9,389.16	12,202.90	14,634.40
APRIL	17,745.30	19,903.30	12,781.75
MAY	14,431.10	12,407.25	15,566.70
JUNE	21,173.65	13,590.40	20,621.60
JULY	18,651.40	14,890.80	8,373.80
AUGUST	14,230.95	17,398.00	32,133.65
SEPTEMBER	41,332.80	15,375.30	14,244.50
OCTOBER	14,483.80	24,206.60	21,602.25
NOVEMBER	20,223.20	17,377.50	12,783.75
DECEMBER	9,904.40	16,231.90	18,005.15

TOTALS	201,236.06	182,541.95	202,483.75
		Current Budget	208,000.00
	Projected Amt Over (Under)		-5,516.25

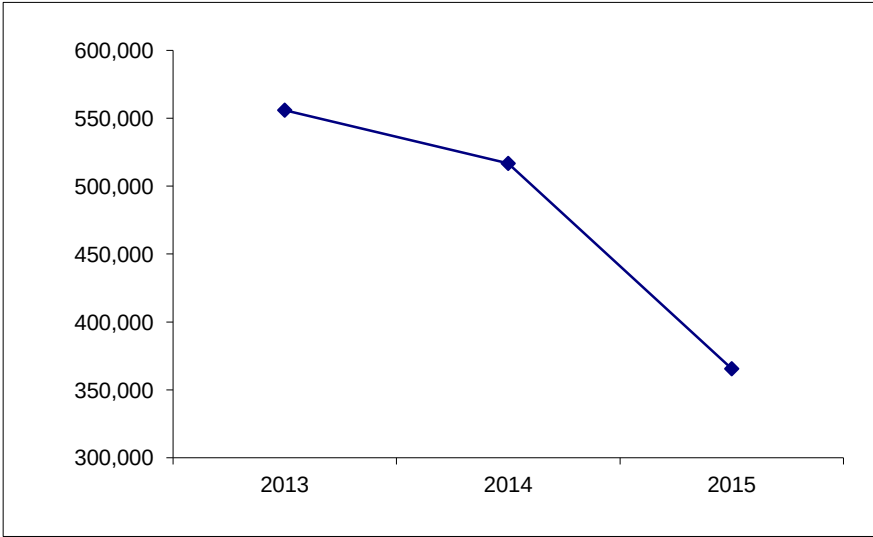


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2013 Actual	2014 Actual	2015
JANUARY	52,130.00	36,500.00	30,670.00
FEBRUARY	51,105.00	50,360.30	35,245.00
MARCH	42,500.00	44,600.00	41,879.00
APRIL	54,500.00	53,750.00	29,400.00
MAY	43,000.00	25,825.00	32,341.00
JUNE	47,990.00	55,840.00	33,075.00
JULY	45,400.00	54,380.00	32,240.00
AUGUST	38,820.00	36,020.00	24,180.00
SEPTEMBER	48,300.00	41,940.00	36,210.00
OCTOBER	45,080.00	52,770.00	31,410.00
NOVEMBER	40,750.00	28,645.00	13,320.00
DECEMBER	46,410.00	36,140.00	25,563.34

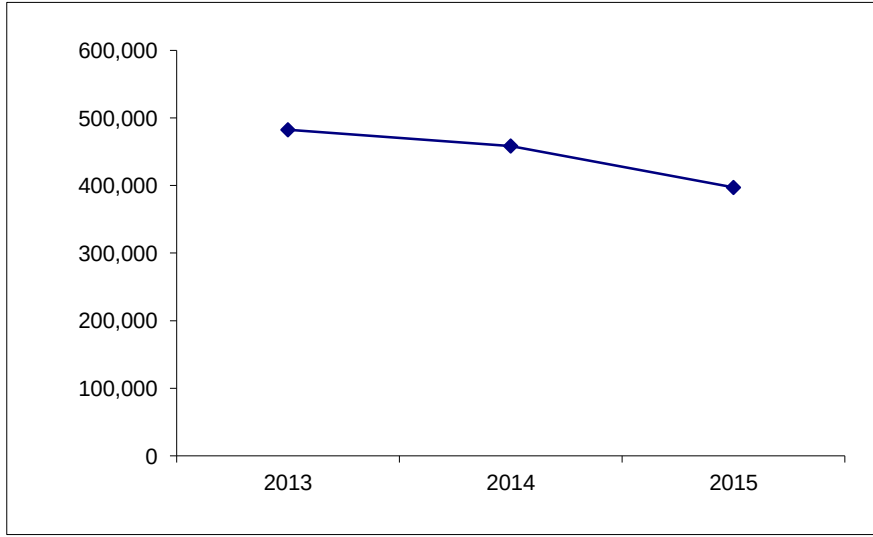
TOTALS	555,985.00	516,770.30	365,533.34
		Current Budget	599,000.00
		Projected Amt Over (Under)	-233,466.66



PARKING

MONTH	2013 Actual	2014 Actual	2015
JANUARY	45,379.46	41,918.11	33,612.49
FEBRUARY	47,461.92	38,015.82	32,836.68
MARCH	35,706.36	44,427.81	42,819.01
APRIL	38,194.16	39,040.19	32,184.16
MAY	40,453.10	34,270.68	29,394.75
JUNE	37,040.24	37,697.22	30,042.88
JULY	39,942.40	32,839.84	30,960.99
AUGUST	36,845.69	29,538.46	52,040.96
SEPTEMBER	22,952.50	56,902.26	26,443.08
OCTOBER	32,015.25	37,795.47	28,565.65
NOVEMBER	37,606.11	27,120.32	24,479.33
DECEMBER	68,889.13	38,948.42	33,732.64

TOTALS	482,486.32	458,514.60	397,112.62
		Current Budget	496,000.00
		Projected Amt Over (Under)	-98,887.38

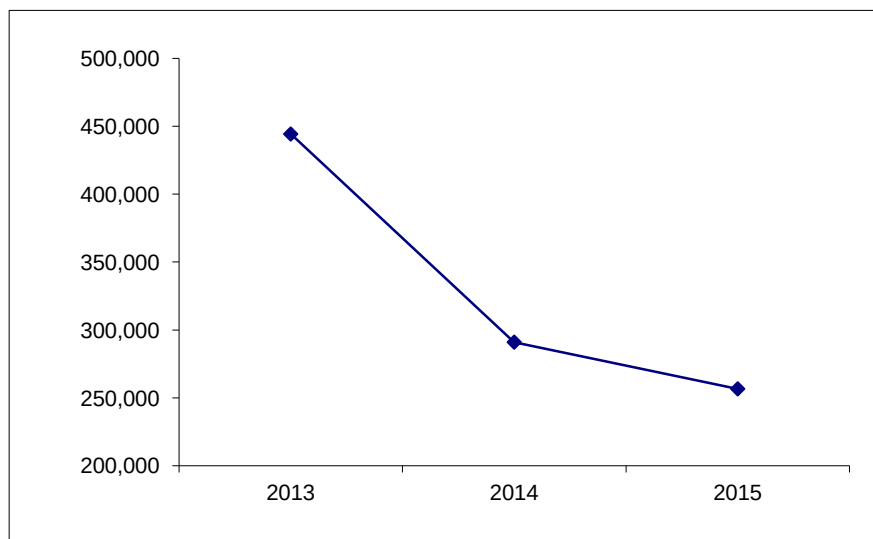


Projected Revenues

COURT FINES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	27,356.26	23,711.91	19,458.03
FEBRUARY	37,968.08	25,192.29	15,928.83
MARCH	70,719.88	49,469.77	51,556.56
APRIL	52,039.48	39,628.86	30,921.71
MAY	36,975.24	1,396.50	24,970.19
JUNE	32,296.00	42,729.39	18,446.59
JULY	32,156.17	18,250.22	17,222.89
AUGUST	34,951.12	16,842.40	15,907.21
SEPTEMBER	32,320.67	19,054.73	15,519.13
OCTOBER	28,595.70	19,332.04	17,122.89
NOVEMBER	31,580.68	23,688.55	19,227.53
DECEMBER	27,355.37	11,711.42	10,327.04

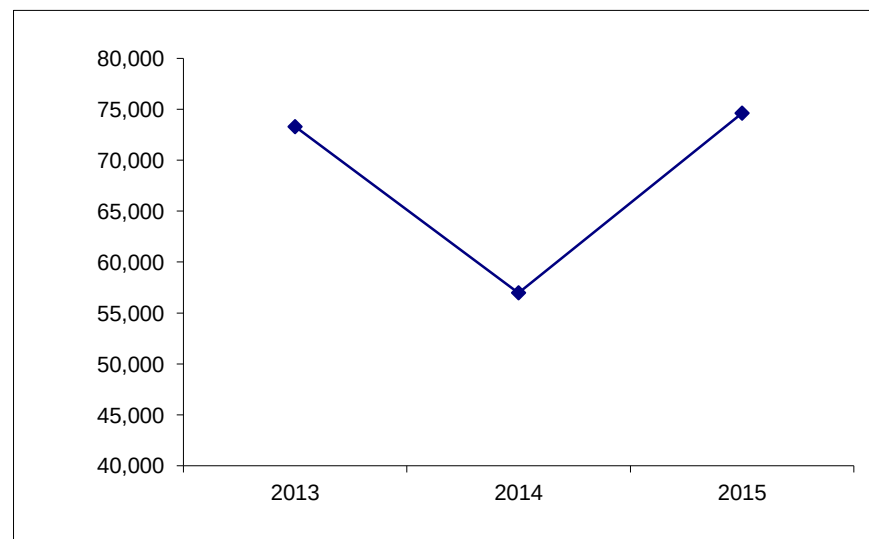
TOTALS	444,314.65	291,008.08	256,608.60
		Current Budget	328,000.00
		Projected Amt Over (Under)	-71,391.40



WEED CUTTING FEES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	1,455.51	1,984.86	6,569.63
FEBRUARY	3,657.17	3,971.43	2,016.92
MARCH	5,944.07	2,092.52	4,276.12
APRIL	3,693.29	5,592.90	1,019.85
MAY	9,482.22	3,580.56	2,584.23
JUNE	4,633.18	5,905.00	8,592.54
JULY	6,398.32	8,286.31	9,989.91
AUGUST	10,341.71	7,219.02	11,067.81
SEPTEMBER	7,432.26	4,808.48	9,696.01
OCTOBER	6,969.69	2,818.90	10,444.32
NOVEMBER	10,122.09	8,446.12	5,386.94
DECEMBER	3,169.88	2,275.80	2,980.44

TOTALS	73,299.39	56,981.90	74,624.72
		Current Budget	76,000.00
		Projected Amt Over (Under)	-1,375.28

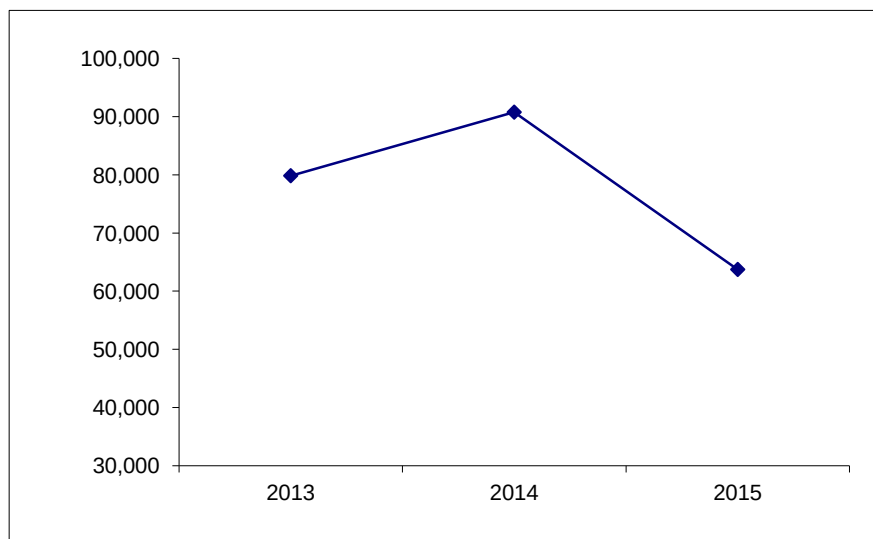


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	4,047.13	3,635.96	3,747.34
FEBRUARY	4,487.52	3,573.76	2,983.36
MARCH	8,679.11	4,979.56	4,453.84
APRIL	13,228.98	4,472.31	4,148.36
MAY	10,926.85	4,165.29	4,134.48
JUNE	3,952.76	18,688.26	3,695.00
JULY	3,876.47	3,679.76	2,562.00
AUGUST	14,111.16	3,425.64	25,727.00
SEPTEMBER	4,127.19	31,457.76	2,461.01
OCTOBER	5,130.12	4,729.70	3,438.30
NOVEMBER	3,730.85	4,449.76	3,919.18
DECEMBER	3,544.40	3,506.12	2,461.90

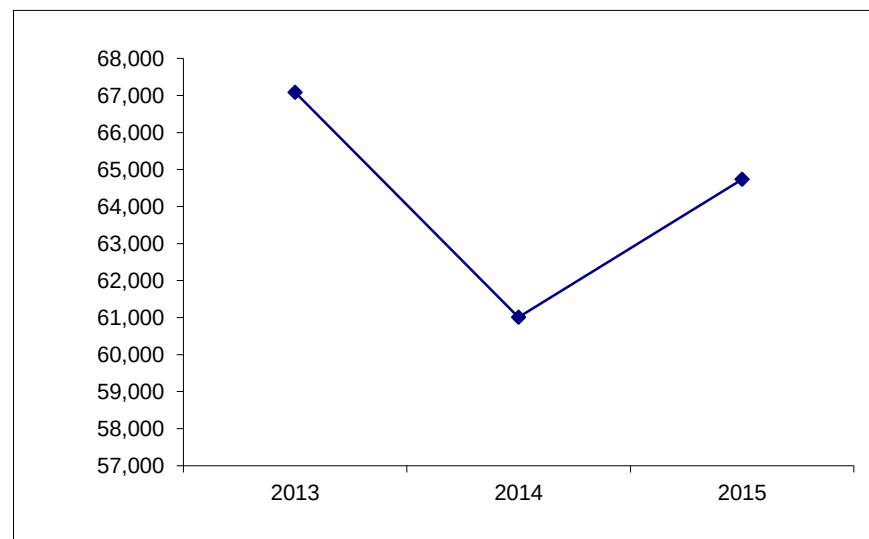
TOTALS	79,842.54	90,763.88	63,731.77
		Current Budget	74,000.00
		Projected Amt Over (Under)	-10,268.23



PET CITATIONS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	6,031.18	3,144.56	4,499.96
FEBRUARY	4,858.46	5,224.33	5,904.38
MARCH	7,641.34	6,831.57	7,473.05
APRIL	8,963.44	5,880.96	6,802.42
MAY	6,690.19	7,690.86	7,428.56
JUNE	5,800.33	6,579.58	6,664.65
JULY	5,716.68	4,379.10	5,949.56
AUGUST	6,156.33	5,643.30	5,003.11
SEPTEMBER	4,745.31	4,101.63	4,968.53
OCTOBER	4,037.16	3,126.19	2,719.58
NOVEMBER	3,072.83	5,079.47	3,790.28
DECEMBER	3,371.90	3,329.63	3,532.97

TOTALS	67,085.15	61,011.18	64,737.05
		Current Budget	65,000.00
		Projected Amt Over (Under)	-262.95

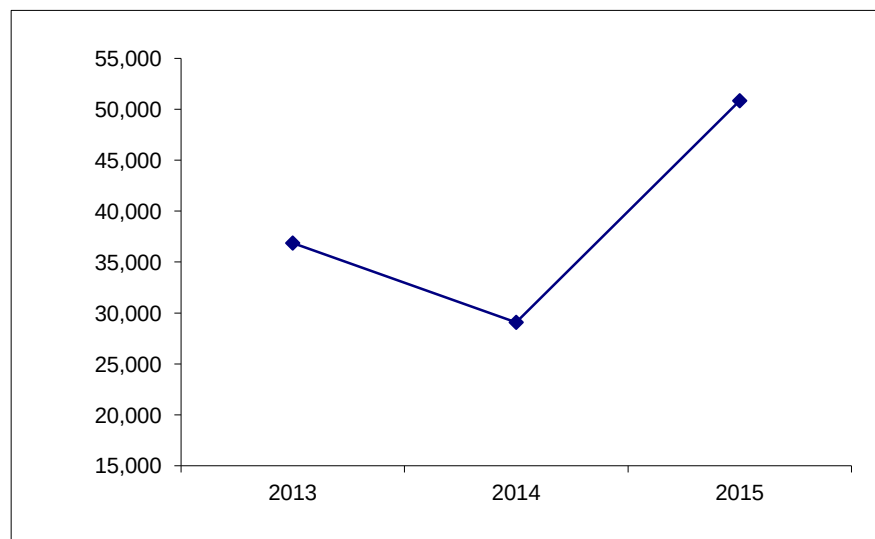


Projected Revenues

TRASH & CLEAN UP FINES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	2,684.41	2,226.49	5,881.22
FEBRUARY	2,474.98	380.67	6,067.52
MARCH	5,341.10	3,668.82	5,138.31
APRIL	947.96	2,580.03	4,696.56
MAY	4,134.30	1,306.97	4,167.43
JUNE	3,592.54	4,781.70	3,737.07
JULY	5,611.64	3,025.34	1,960.00
AUGUST	943.20	5,093.82	2,089.00
SEPTEMBER	4,125.62	632.44	6,510.25
OCTOBER	4,724.13	825.46	2,788.47
NOVEMBER	1,528.26	3,685.20	6,280.98
DECEMBER	758.49	872.81	1,526.01

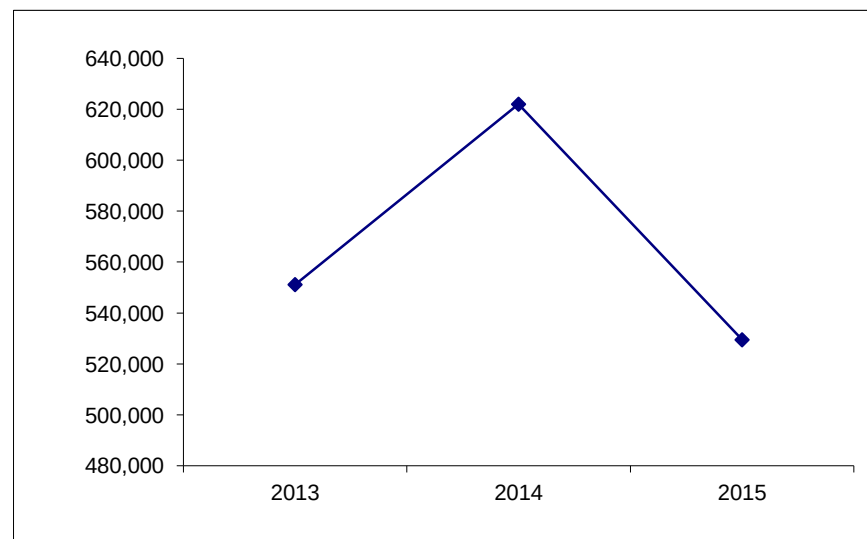
TOTALS	36,866.63	29,079.75	50,842.82
		Current Budget	35,000.00
		Projected Amt Over (Under)	15,842.82



70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	43,656.17	54,064.48	45,237.01
FEBRUARY	36,302.86	43,210.78	45,125.92
MARCH	56,085.69	56,395.84	38,677.82
APRIL	41,382.77	52,902.50	50,782.85
MAY	37,290.33	54,606.99	51,295.03
JUNE	48,996.90	48,250.58	42,271.38
JULY	44,938.16	56,308.42	48,335.13
AUGUST	42,708.24	44,108.47	34,981.87
SEPTEMBER	37,589.05	40,531.46	52,473.06
OCTOBER	53,122.79	66,269.98	39,075.57
NOVEMBER	55,475.14	50,375.14	34,394.91
DECEMBER	53,586.99	54,981.84	46,800.46

TOTALS	551,135.09	622,006.48	529,451.01
		Current Budget	601,250.00
		Projected Amt Over (Under)	-71,798.99

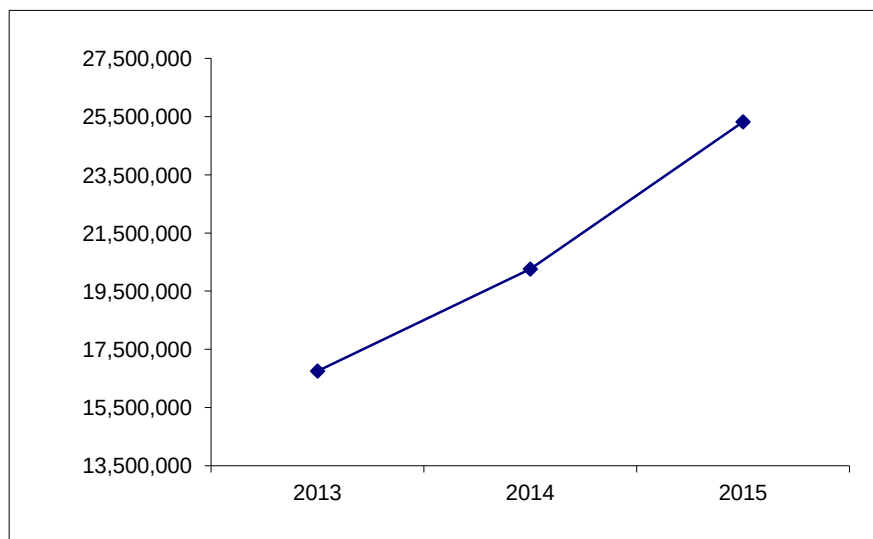


Projected Revenues

80-WATER SALES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	1,462,737.80	1,478,921.08	1,884,791.63
FEBRUARY	591,331.00	1,092,772.94	1,809,958.17
MARCH	1,546,669.84	1,960,250.22	1,728,840.51
APRIL	1,249,965.09	1,411,461.39	1,804,984.88
MAY	969,710.65	1,475,465.73	1,777,446.55
JUNE	1,519,503.74	1,793,786.52	2,173,544.61
JULY	1,547,900.44	1,588,221.65	2,467,268.68
AUGUST	1,819,906.73	2,345,262.95	2,470,163.56
SEPTEMBER	1,601,113.49	2,102,747.18	2,536,895.93
OCTOBER	1,889,971.82	1,886,797.38	2,530,029.70
NOVEMBER	907,058.18	758,827.21	1,179,894.68
DECEMBER	1,646,161.71	2,364,274.58	2,954,771.94

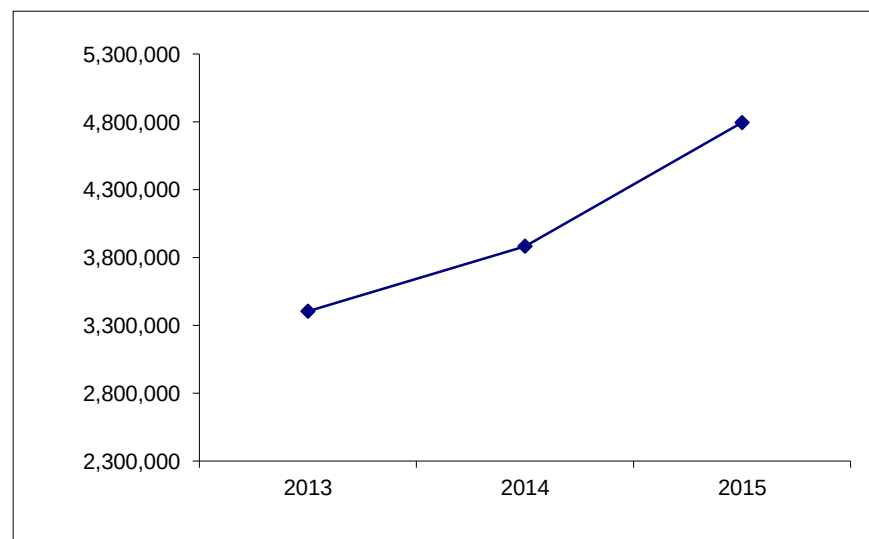
TOTALS	16,752,030.49	20,258,788.83	25,318,590.84
		Current Budget	24,100,000.00
		Projected Amt Over (Under)	1,218,590.84



79-SEWER USER FEE

MONTH	2013	2014	2015
	Actual	Actual	
JANUARY	259,484.16	289,863.71	371,123.10
FEBRUARY	220,042.68	280,997.16	348,214.06
MARCH	246,308.12	292,747.13	358,470.51
APRIL	253,171.76	259,177.47	316,303.79
MAY	319,636.62	281,775.20	362,203.66
JUNE	306,997.44	321,745.10	389,846.94
JULY	319,650.21	351,312.29	454,466.97
AUGUST	307,071.06	366,606.48	442,930.00
SEPTEMBER	298,611.44	376,560.12	429,112.69
OCTOBER	325,969.78	379,718.25	426,944.38
NOVEMBER	244,901.38	295,773.69	416,670.21
DECEMBER	303,148.07	387,799.09	478,752.71

TOTALS	3,404,992.72	3,884,075.69	4,795,039.02
		Current Budget	4,429,200.00
		Projected Amt Over (Under)	365,839.02

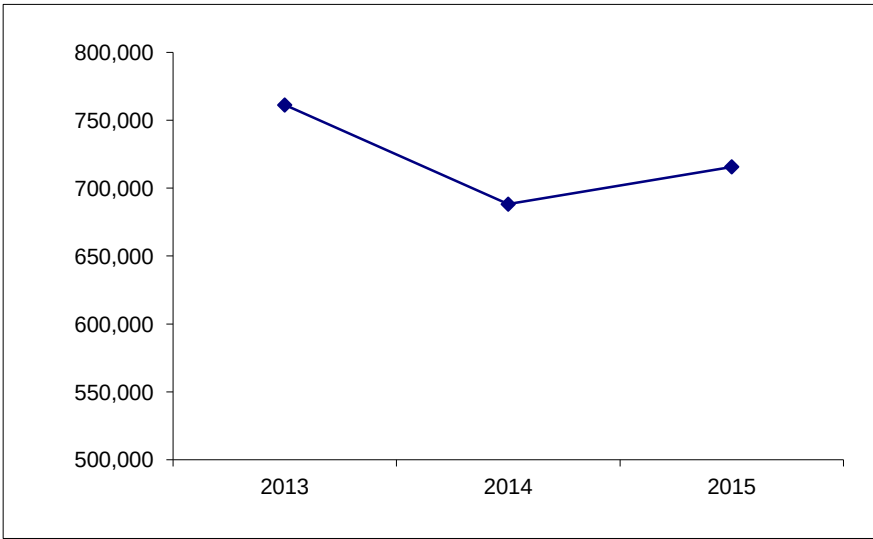


Projected Revenues

88-RECYCLING FEES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	60,223.37	60,682.32	53,002.65
FEBRUARY	60,701.15	52,591.43	57,754.26
MARCH	56,475.46	56,744.60	67,269.75
APRIL	67,613.91	52,899.18	54,438.80
MAY	87,520.53	52,287.62	52,363.07
JUNE	76,454.69	56,066.95	63,871.97
JULY	68,202.07	58,884.96	57,884.33
AUGUST	54,765.08	55,566.81	57,257.17
SEPTEMBER	53,792.74	56,949.52	59,901.20
OCTOBER	62,672.93	58,529.08	57,546.10
NOVEMBER	51,252.26	56,021.26	60,600.94
DECEMBER	61,574.95	70,994.08	73,831.26

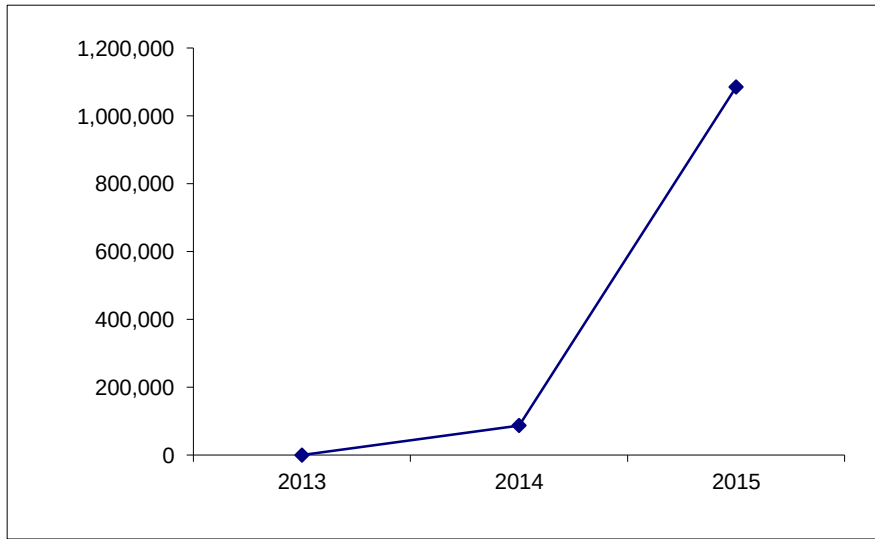
TOTALS	761,249.14	688,217.81	715,721.50
		Current Budget	684,000.00
		Projected Amt Over (Under)	31,721.50



78-STORM WATER FEE

MONTH	2013 Actual	2014 Actual	2015
JANUARY			77,998.54
FEBRUARY			81,533.83
MARCH			93,221.18
APRIL			89,736.18
MAY			103,003.89
JUNE			90,007.55
JULY			86,587.74
AUGUST			81,120.40
SEPTEMBER			83,042.82
OCTOBER			94,787.65
NOVEMBER		9,891.87	114,478.38
DECEMBER		77,545.60	89,833.33

TOTALS	0.00	87,437.47	1,085,351.49
		Current Budget	1,078,000.00
		Projected Amt Over (Under)	7,351.49



Water Management

DATE: 12/9/2015

MEMO: 2015-20

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, P.E., Engineering Services Coordinator

SUBJECT: November Progress Report
Lake Decatur Dredging Basins 1-4 &
Oakley Sedimentation Basin Rehabilitation
City Project 2013-14

BACKGROUND:

Major Work Completed:

- Winter shut down of excavation activities at the Oakley Sedimentation Basin.
- Move all equipment out of the sedimentation basin to winter storage areas.

Major Work Planned for the Near Term:

- Sedimentation basin weir box walkway installation may begin if weather stays mild.
- Started hand borings of sediment in the Sand Creek basin to determine physical characteristics.
- Plan for Sand Creek dredging including mobilization of a smaller dredge to be used there.
- Continue dredging Big Creek (almost 70% complete).
- Started planning for winter shut down.

Budget and Schedule:

- Great Lakes Dredge & Dock dredged 391,670 cubic yards of material in November 2015 and 2,731,227 cubic yards of material since dredging began in November 2014.
- The project is 25% complete, on budget and on schedule to be completed by December 31, 2019.

Attached are maps showing the areas of Basin 1 and Big Creek that have been dredged to

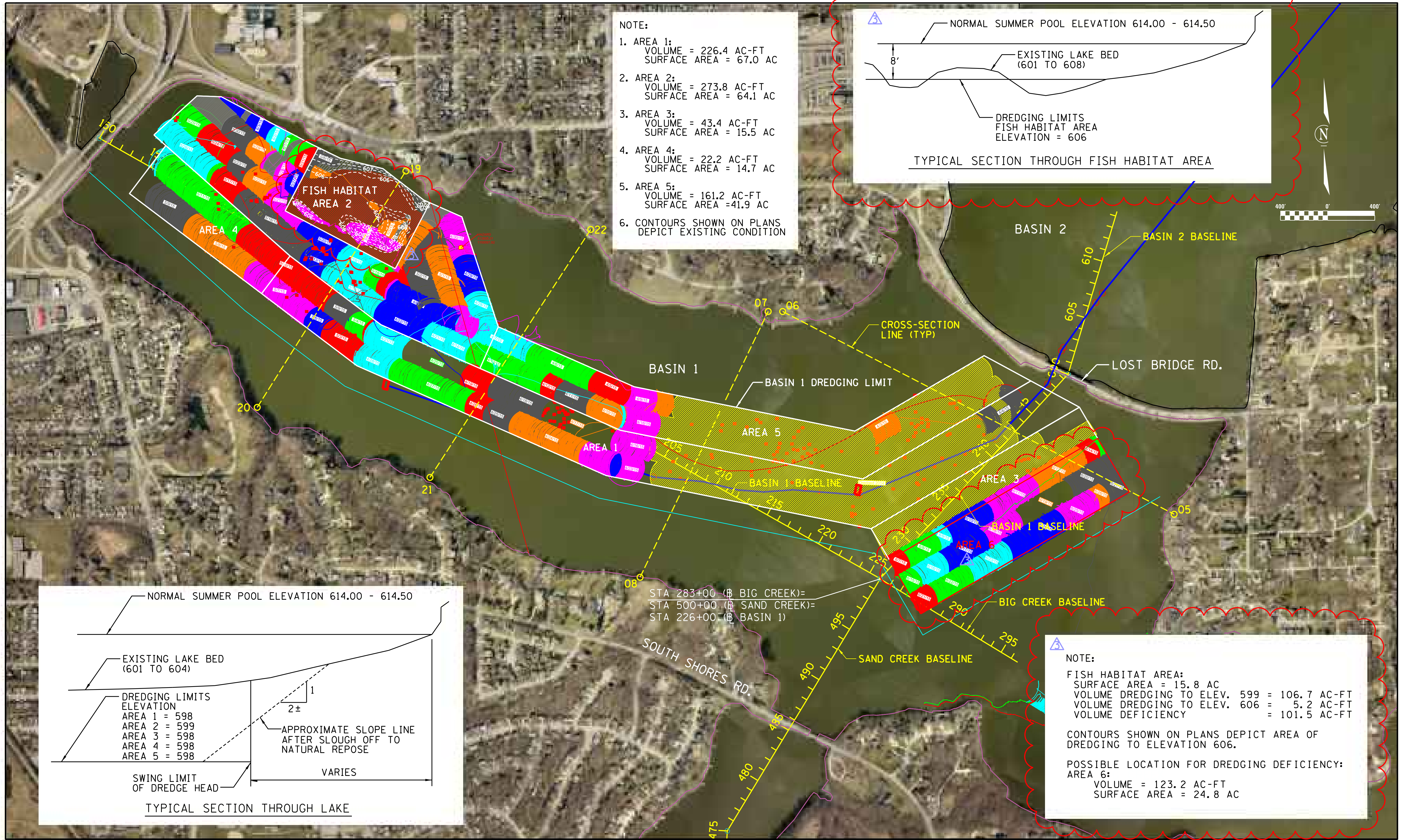
date. The colored segments indicate where dredging was completed each day.

ATTACHMENTS:

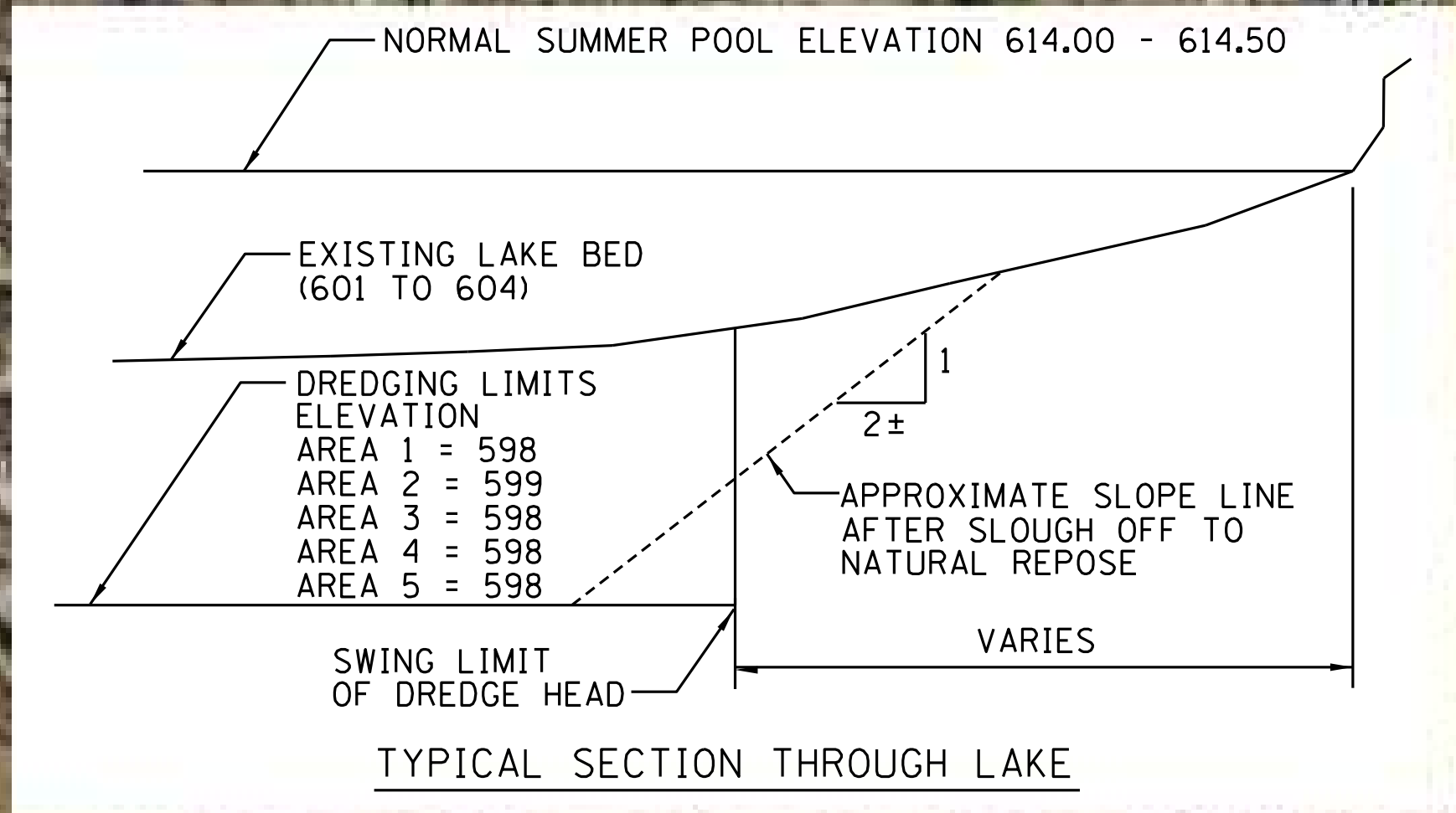
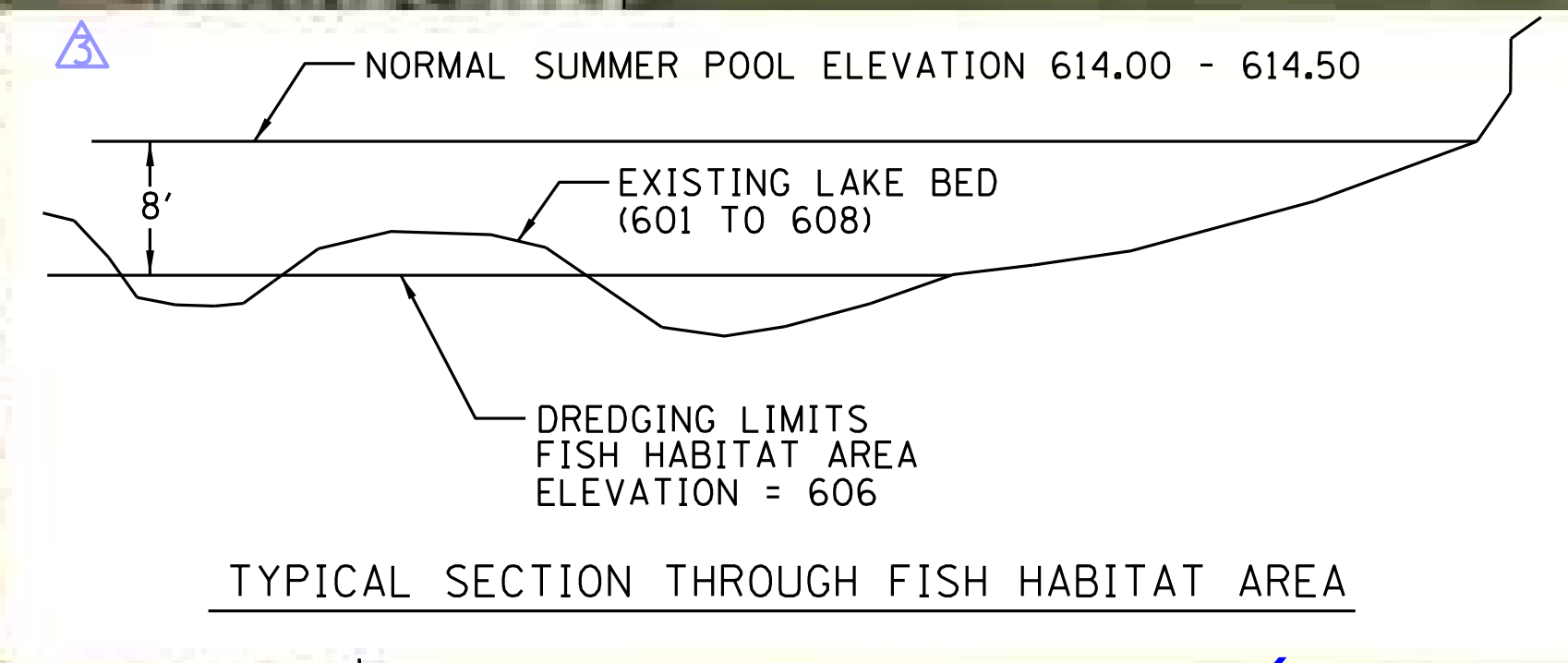
Description	Type
June 2015 Dredging Progress Basin1	Backup Material
November 2015 Dredging Progress BCSC	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	12/17/2015 - 12:10 PM



- NOTE:
1. AREA 1:
VOLUME = 226.4 AC-FT
SURFACE AREA = 67.0 AC
 2. AREA 2:
VOLUME = 273.8 AC-FT
SURFACE AREA = 64.1 AC
 3. AREA 3:
VOLUME = 43.4 AC-FT
SURFACE AREA = 15.5 AC
 4. AREA 4:
VOLUME = 22.2 AC-FT
SURFACE AREA = 14.7 AC
 5. AREA 5:
VOLUME = 161.2 AC-FT
SURFACE AREA = 41.9 AC
 6. CONTOURS SHOWN ON PLANS
DEPICT EXISTING CONDITION



- △
- NOTE:
- FISH HABITAT AREA:
SURFACE AREA = 15.8 AC
VOLUME DREDGING TO ELEV. 599 = 106.7 AC-FT
VOLUME DREDGING TO ELEV. 606 = 5.2 AC-FT
VOLUME DEFICIENCY = 101.5 AC-FT
- CONTOURS SHOWN ON PLANS DEPICT AREA OF
DREDGING TO ELEVATION 606.
- POSSIBLE LOCATION FOR DREDGING DEFICIENCY:
AREA 6:
VOLUME = 123.2 AC-FT
SURFACE AREA = 24.8 AC

FILE NAME = \$FILEL\$

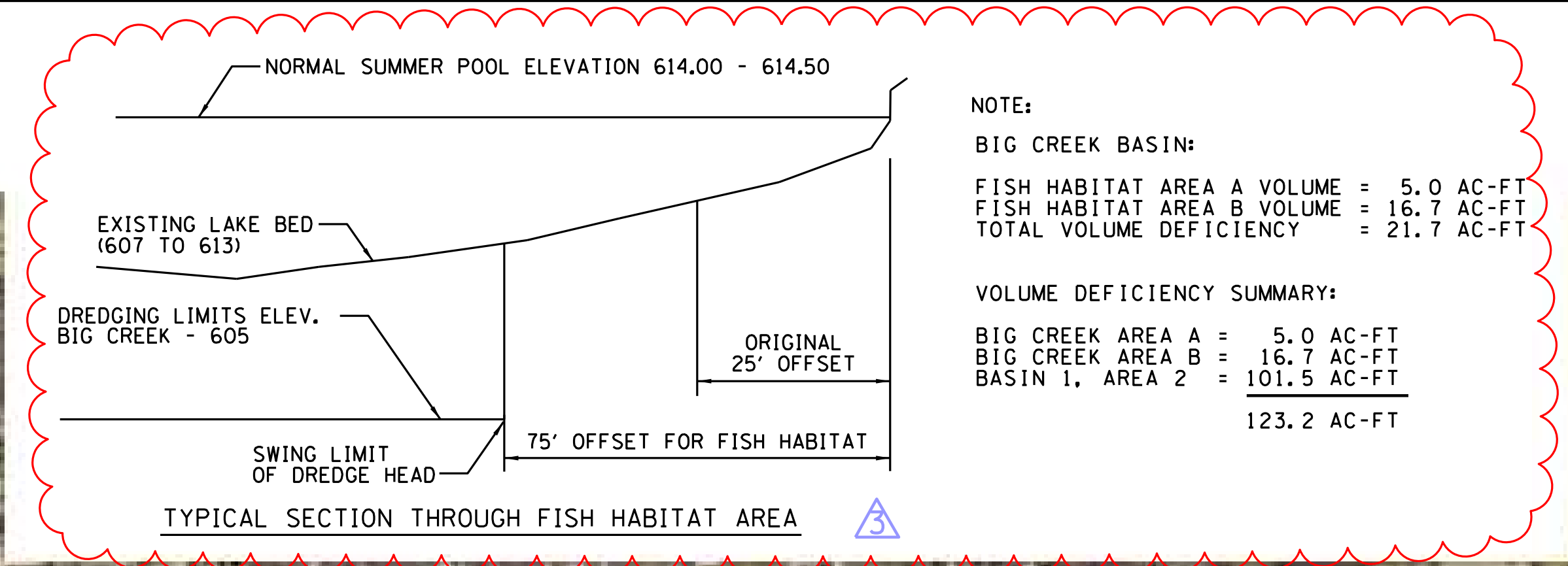
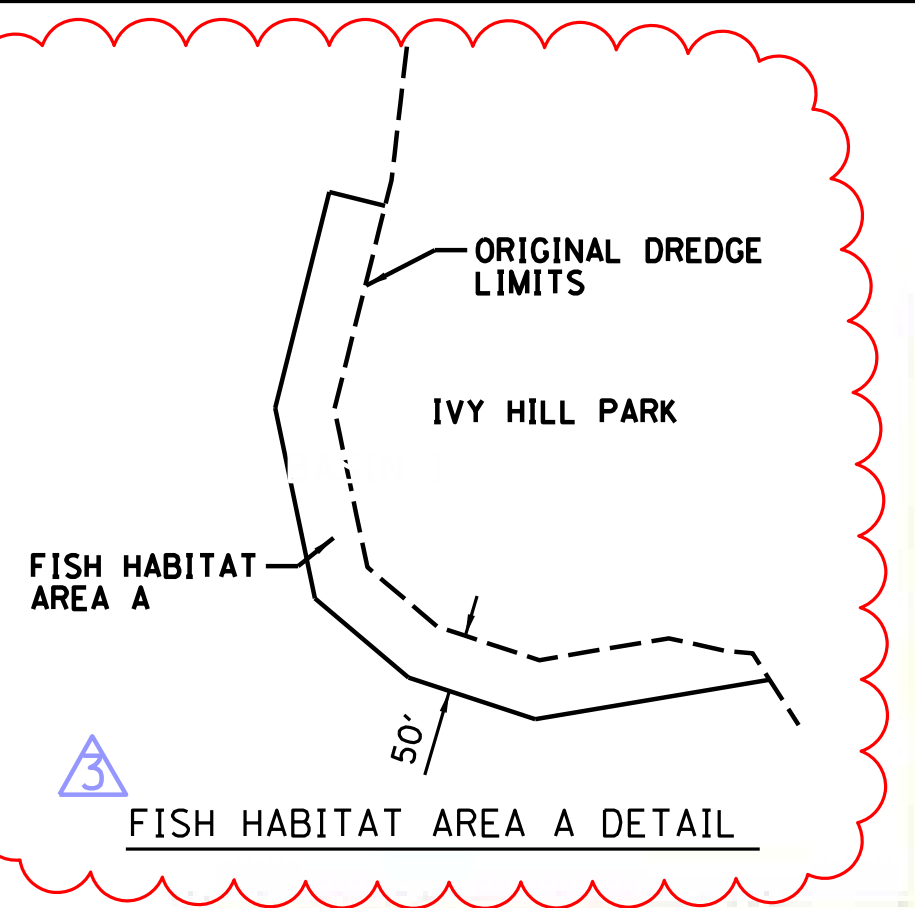
USER NAME = \$USER\$	DESIGNED -	REVISED - △ 6/3/14
	DRAWN -	REVISED - △ 10/28/2014
PLOT SCALE = \$SCALE\$	CHECKED -	REVISED - △ 4/28/2015
PLOT DATE = \$DATE\$	DATE -	REVISED -

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

DECATUR (217) 422-8544
CHICAGO (773) 714-0050
ROCKFORD (815) 489-0050
184-001397

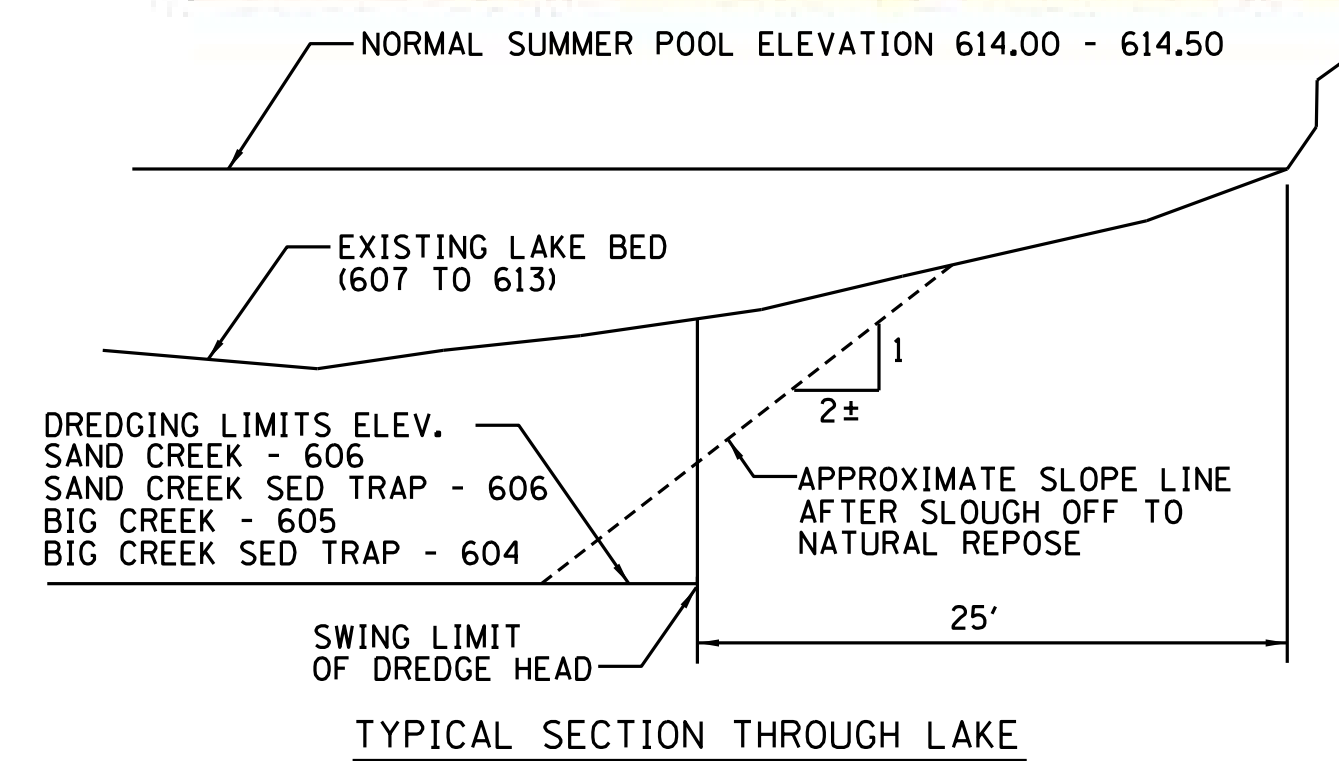
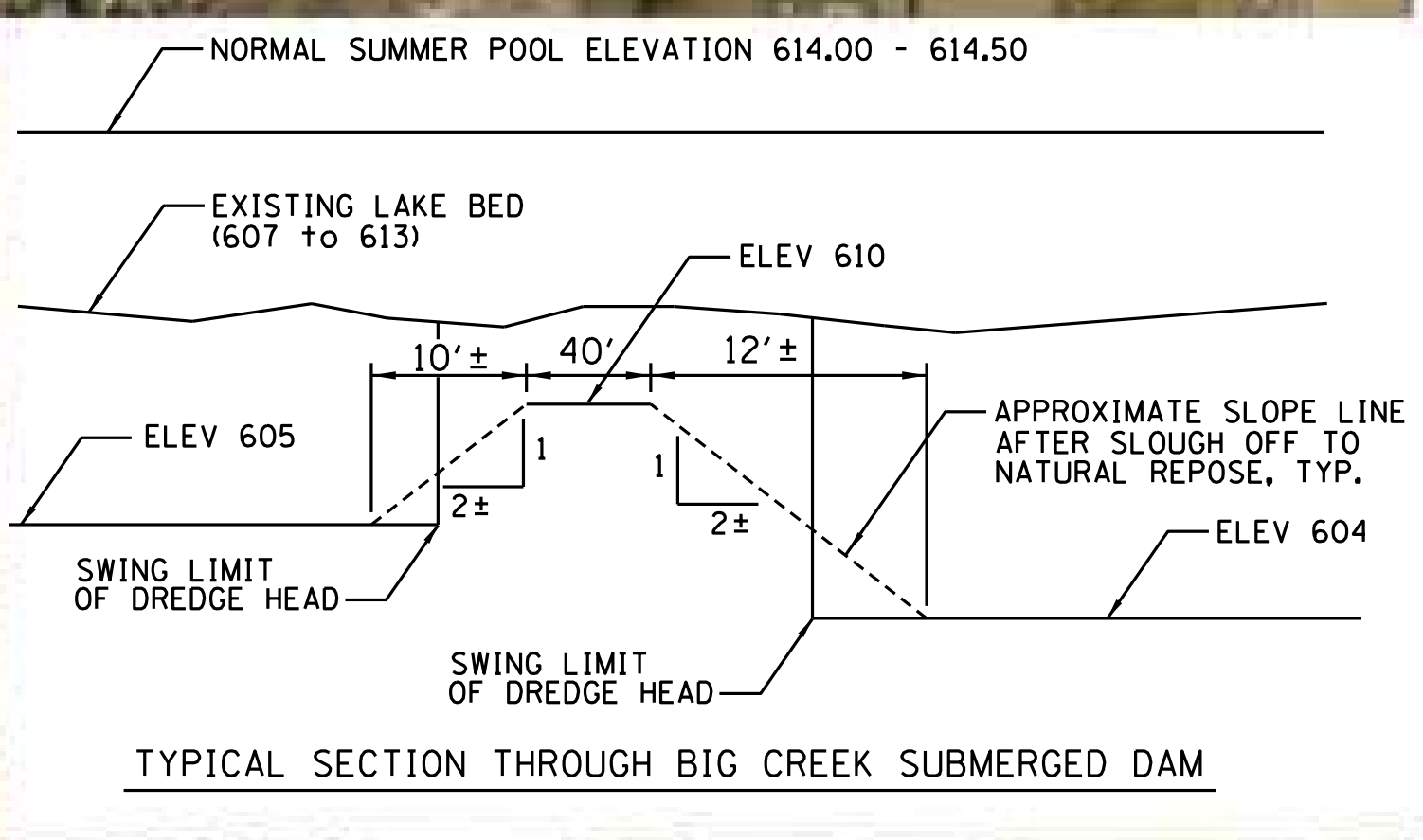
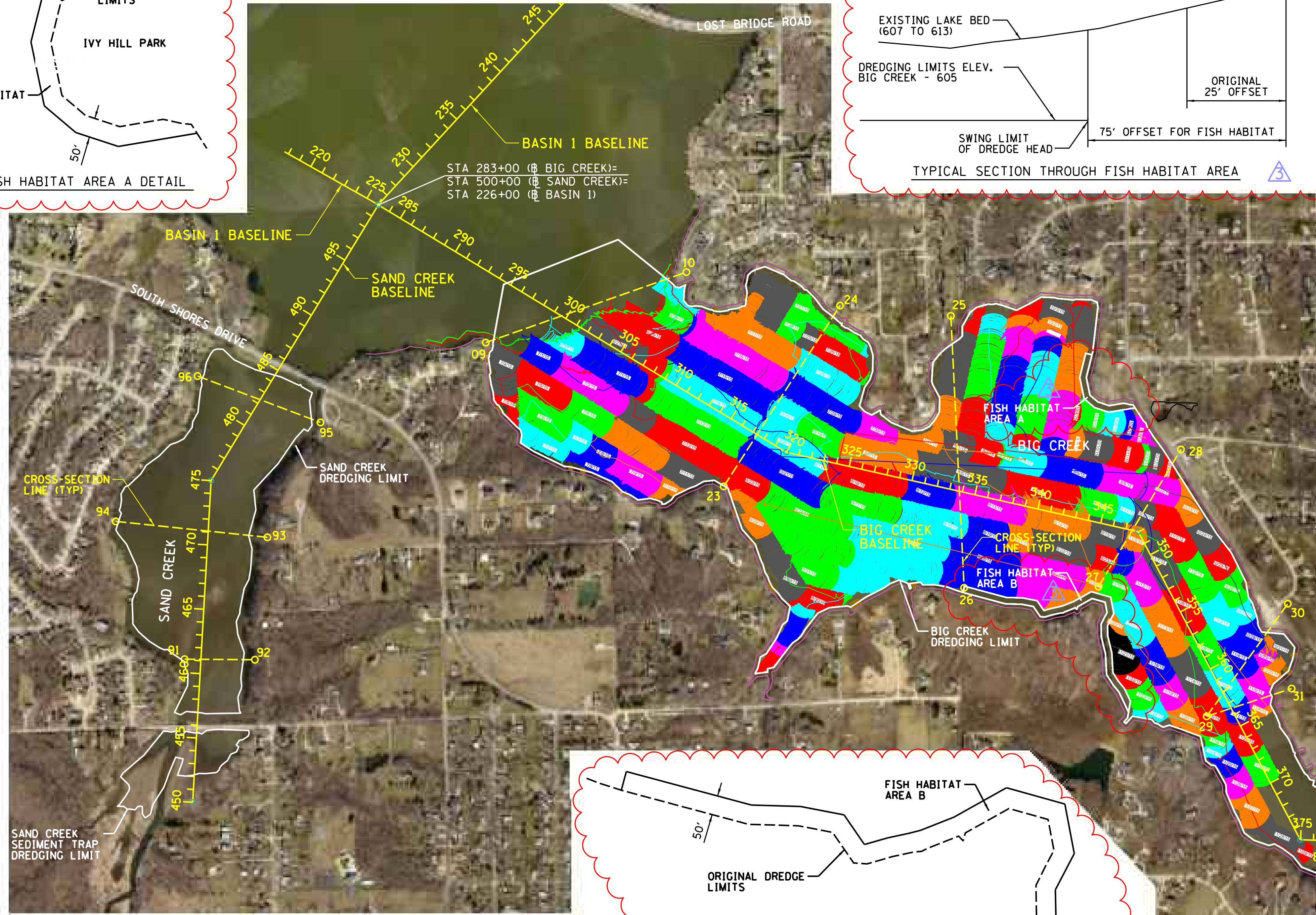
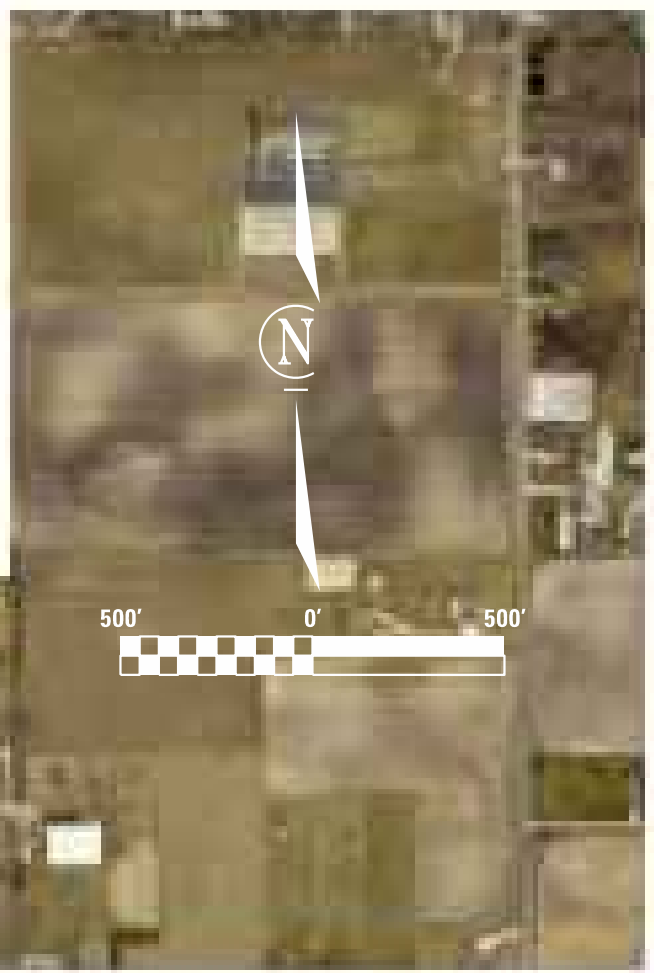
BASIN 1 DREDGE PLAN			
LAKE DECATUR DREDGING OF BASINS 1-4			
SCALE:	SHEET NO.	OF SHEETS	STA. TO STA.

MUNICIPALITY	COUNTY	TOTAL SHEETS	SHEET NO.
CITY OF DECATUR	MACON	7	7
HLC PROJECT 5111			
ILLINOIS FED. AID PROJECT			

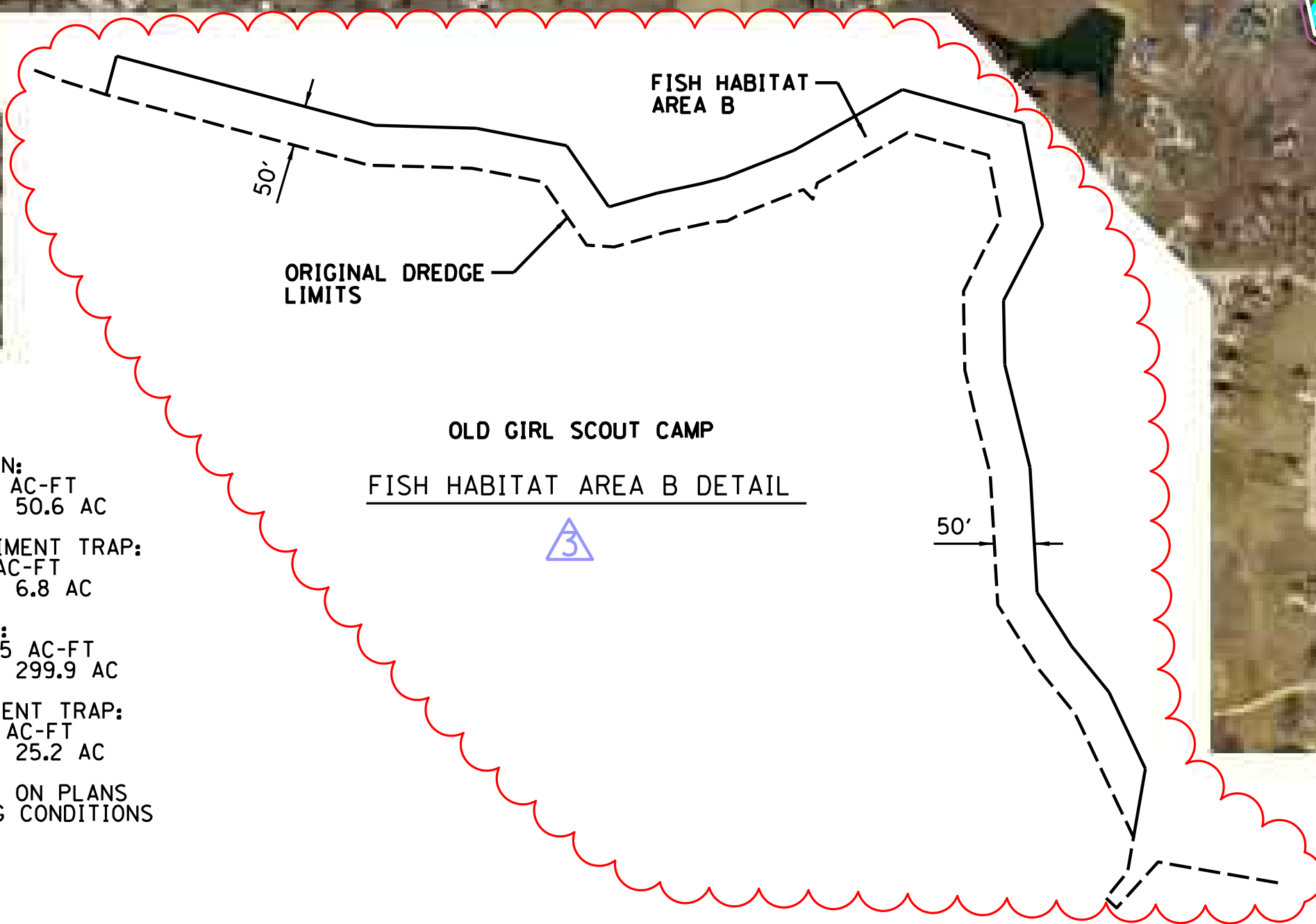


NOTE:
BIG CREEK BASIN:
FISH HABITAT AREA A VOLUME = 5.0 AC-FT
FISH HABITAT AREA B VOLUME = 16.7 AC-FT
TOTAL VOLUME DEFICIENCY = 21.7 AC-FT

VOLUME DEFICIENCY SUMMARY:
BIG CREEK AREA A = 5.0 AC-FT
BIG CREEK AREA B = 16.7 AC-FT
BASIN 1, AREA 2 = 101.5 AC-FT
123.2 AC-FT



- NOTE:
1. SAND CREEK BASIN:
VOLUME = 284.5 AC-FT
SURFACE AREA = 50.6 AC
 2. SAND CREEK SEDIMENT TRAP:
VOLUME = 41.0 AC-FT
SURFACE AREA = 6.8 AC
 3. BIG CREEK BASIN:
VOLUME = 1,436.5 AC-FT
SURFACE AREA = 299.9 AC
 4. BIG CREEK SEDIMENT TRAP:
VOLUME = 213.8 AC-FT
SURFACE AREA = 25.2 AC
 5. CONTOURS SHOWN ON PLANS
DEPICT EXISTING CONDITIONS



FILE NAME = \$FILE\$.S

	USER NAME = \$USER\$	DESIGNED -	REVISED -	6/3/14	 CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS	DECATUR CHICAGO ROCKFORD 184-001397	(217) 422-8544 (773) 714-0050 (815) 489-0050	SAND CREEK AND BIG CREEK DREDGE PLAN LAKE DECATUR DREDGING OF BASINS 1-4					MUNICIPALITY	COUNTY	TOTAL SHEETS	SHEET NO.
	PLOT SCALE = \$SCALE\$	DRAWN -	REVISED -	10/28/2014									CITY OF DECATUR	MACON		10
	PLOT DATE = \$DATE\$	CHECKED -	REVISED -	4/28/2015				HLC PROJECT 5111								
		DATE -	REVISED -					ILLINOIS FED. AID PROJECT								
SCALE:		SHEET NO.		OF	SHEETS	STA.	TO STA.									

City Clerk

DATE: 12/16/2015

MEMO: 2015-14

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: November 2015 Monthly Reports

ATTACHMENTS:

Description	Type
Development Services	Cover Memo
Fire	Cover Memo
Management Services	Cover Memo
Police	Cover Memo
Public Works	Cover Memo
Water	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	12/17/2015 - 12:09 PM

**DEVELOPMENT SERVICES
NOVEMBER MONTHLY REPORT**

BUILDING INSPECTIONS - For November 2015 we issued 115 permits with a total work value of \$ 2,045,466. Of those, six were alter/renovate of commercial buildings with a work value totaling \$246,650, one new parking lot with a work value of \$160,000, and one new commercial building with a work value of \$630,091. There were no new home permits.

**Monthly Summary
11/1/2015 – 11/30/2015**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	15	\$1,093,841.00
Demolition	4	\$119,650.00
Electrical	21	\$55,639.00
Mechanical	43	\$210,106.00
Other	10	\$39,592.00
Plumbing	18	\$33,470.00
Sign	4	\$493,168.00
Tent	0	0
TOTAL	115	\$2,045,466.00

PLANNING AND ZONING – Part of the process of economic development and community redevelopment involves site plan reviews for compliance with local development laws and ordinances. As you know, the city has regulations designed both to beautify the community as part of development (landscaping, signage, etc.) but also to protect both users of a particular development (parking, lighting, etc.) and adjacent land owners (drainage, buffer yard size requirements) Last month the planning and zoning division in conjunction with other city departments reviewed 15 submittals which included 11 site plans and 4 subdivision plats. Additionally, the division reviewed and facilitated 2 zoning cases that were approved by the City Council at the November 16th City Council meeting.

NEIGHBORHOOD SERVICES

- Staff continued to prepare special reports for loans that are serviced in the Neighborhood Outreach Division
- Staff began to qualify homeowners for the Residential Rehabilitation program and the Emergency Program
- Staff continued to prepare Environmental for Residential Rehab, potential replacement projects

- Staff attended a reception and a viewing of a meeting hosted by Homeward Bound for Homelessness Week.
- Staff met with Community leaders to discuss the an organized clean-up project, to be held April 2016
- Staff attended GIS Technical Committee meeting
- Staff attended annual Community Thanksgiving luncheon
- Staff participated in HOME webinar about recent changes to the HOME rule.
- Staff worked with HUD Chicago and Washington DC to identify replacement projects for low-mod benefit compliance
- Construction Project Manager prepared work write-ups with estimates for the CDBG and HOME Rehab Programs.
- Staff attended CONO monthly meeting.
- Single Family Rental monitoring continued, with annual tenant surveys being sent to landlords
- Staff directed certification packages to recertify contractors interested in bidding on federal rehab projects.
- Staff attended Continuum Meeting with other local agency partners
- Staff began training new staff for Neighborhood Program Specialist position
- Staff met with City Manager and Legal to continue discussions on Landbanking and Housing projects

ECONOMIC DEVELOPMENT– The economic development division had 46 new and separate inquiries in September for possible projects and also had 28 meetings related specifically to ongoing initiatives. We are currently working on 4 separate development agreements for a variety of projects across the city. As of last week, there were 1,162 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites and 7,938 job openings in the Central Illinois region according to one state database.



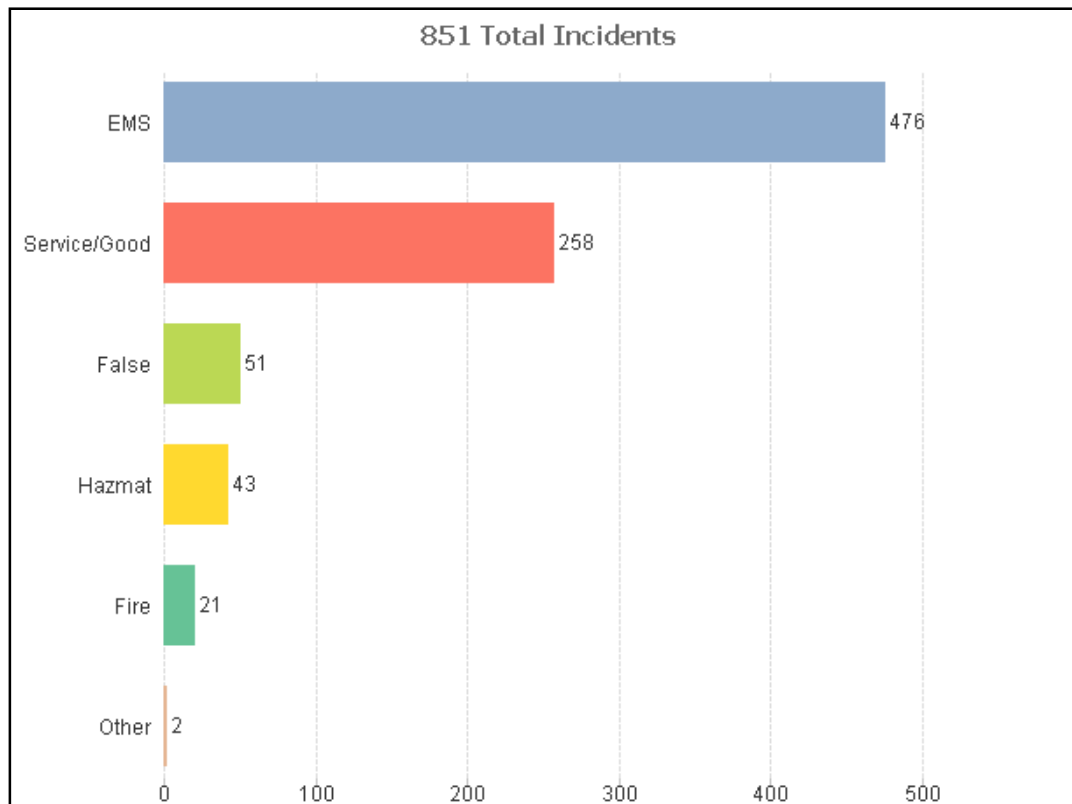
DECATUR FIRE DEPARTMENT
MEMORANDUM
15-09

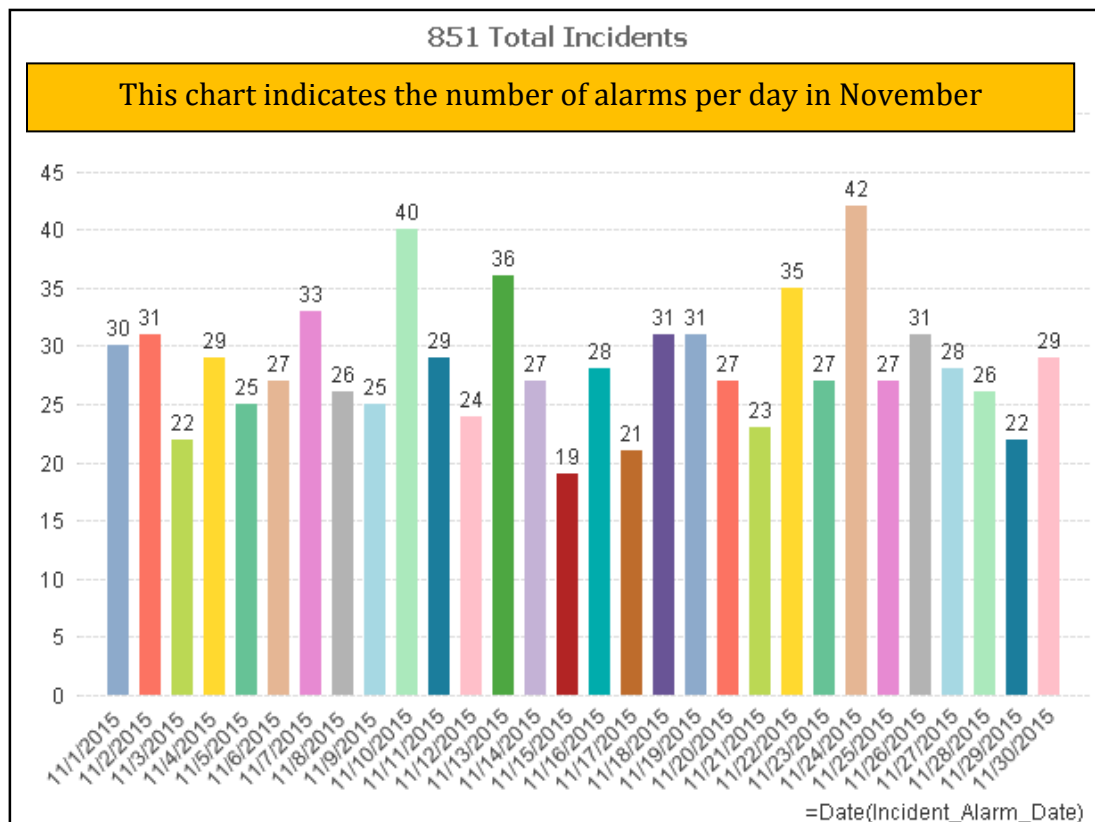
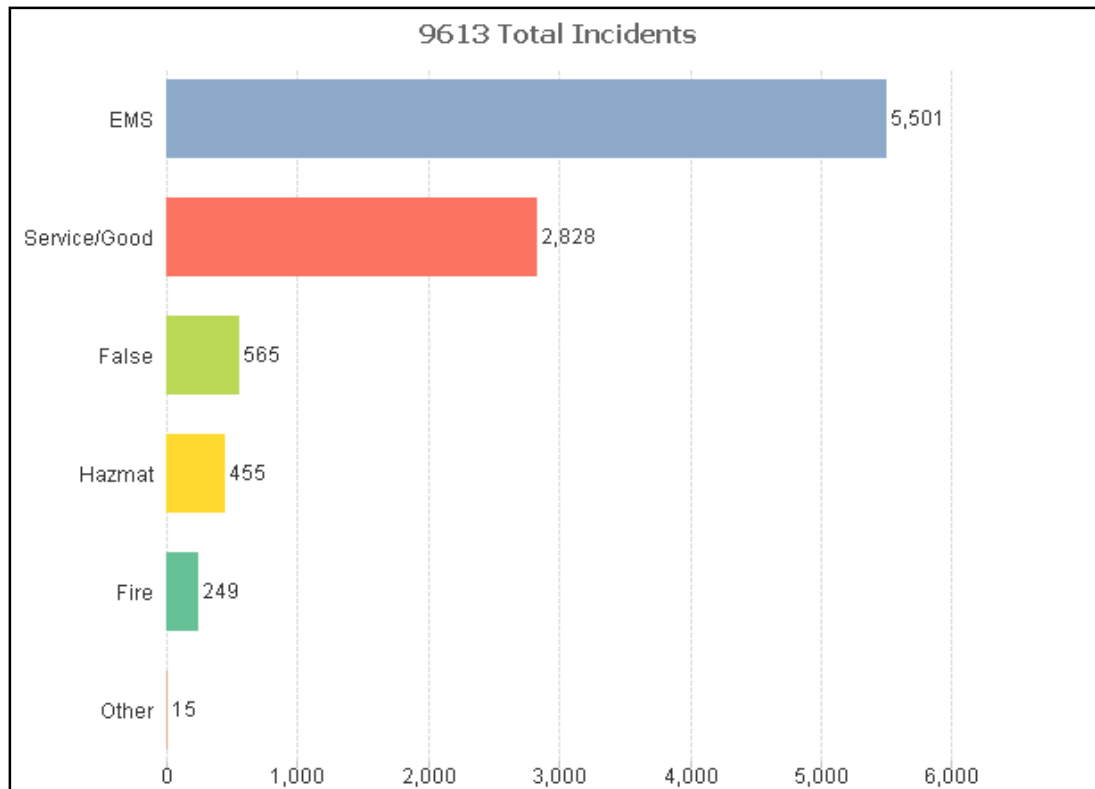
December 8, 2015

TO: Tim Gleason, City Manager
FROM: Jeffrey S. Abbott, Fire Chief
RE: Monthly Report – November 2015

The fire department responded to 851 incidents in the month of November. The total number of incidents so far in 2015 is 9,613. We expect to exceed the 10,000-alarm mark before the end of 2015. The 9,613 alarms is a record number of alarms for the department. The previous record was 9,293 alarms in 2011. Additionally, Engine 1 and Engine 3 will both exceed 2,000 alarms answered to mark the first time two fire companies have exceeded the 2,000-alarm mark.

There are no clear-cut answers for why the alarm numbers continue to climb while the population shrinks. As the charts below indicate, EMS alarms comprise at least 60% of the alarms we answer each year.





Fire Prevention Division

The fire inspectors spent the month conducting school inspections. They also started their inspections of second hand stores located throughout the city. The inspectors completed thirteen (13) plan reviews. Four fire safety classes were conducted and one juvenile fire setter intervention was completed in November.

The inspectors also installed, or removed, 7 Key Boxes during the month. This program includes over 700 Key Boxes located throughout the City. The division also conducted 52 fire inspections during the month.

Training Division

Two probationary firefighters completed the Fire Apparatus Engineer class taught by fire department instructors.

Yearly driver training was completed at the Airport. Cold weather training policies were reviewed and ladder training was conducted.

The yearly physicals consumed a lot of time during the month. This is a requirement to meet OSHA standards for wearing an SCBA and for being on any of the Special Operations Teams.

DEPARTMENT OF MANAGEMENT SERVICES
Monthly Report of Priorities and Projects
Fiscal Year 2015
November 2015

Highlights for this month include:

City Clerk's Office

- Preparing agendas, packets and minutes for City Council meetings;
- Processing and releasing 11 Freedom of Information Act (FOIA) requests; and
- Issuing five (5) liquor licenses;

Human Resources Division

- Facilitating the hire and promotion of various employees;
- Facilitating the monthly meeting of the City's Civil Service Commission;
- Attending the monthly Human Relations Commission meeting;
- Attending the monthly Society for Human Resource Management (SHRM) meeting; and
- Facilitating the collection and review of management employee performance evaluations;

MIS Division

- Resolving disk space issues on 3 servers caused by the accumulation of backup logs;
- Completing security audit for City common and home directories;
- Defining project for T2 Parking Ticket System implementation and scheduling a kickoff call;
- Creating redundant VPN paths across ICN and Comcast connections;
- Adding policy-based routing to facilitate more streamlined connectivity to the internet;
- Completing the IT portion of the City's automated water meter project;
- Completing testing for the Exchange 2013 upgrade;
- Establishing computer recycling program with Decatur Computer Incorporated (DCI); and
- Completing new City Website training with DCC Marketing;

Mass Transit System

- Providing requested service for the ADM impact tour and the Heritage and Holly tour;
- Completing the IDOT/IPTA capital needs survey;
- Meeting with MV's Regional Manager and ITS Manager on alternative solutions to present issues;
- Submitting DTIF project evaluation form to IDOT; and
- Completing workers compensation and inventory audits;

Director's Office

- Participating in an AFSCME impact bargaining session, and a labor-management meeting;
- Participating in a labor contract mediation session with the PBPA labor committee;
- Providing an orientation to new City Council member on the Management Services Department;
- Sitting in on webinars on Police Department performance, and current employment practices;
- Being sworn in as the newest member of the Decatur Civic Center board;
- Attending a downstate meeting of the Illinois City/County Managers' Association (ILCMA); and
- Working with the Police and Public Works Departments on the parking enforcement transition.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore
City Council Members
City Manager Tim Gleason**

FROM: James E. Getz, Acting Chief of Police

RE: November 2015 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 164 authorized sworn police positions. At end of November 2015 staffing was at 161. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	5	5	5
Police Sergeant	17	17	17
Police Patrol Officer	138	138	135
TOTAL	164	164	161

Civilian-Non Sworn Police Staffing: 9

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	1	1	1
Records Supervisor	1	1	1
CAD Coordinator	1	1	1
ECS/Records Clerk	1	1	1
Part-time FOIA Officer	2	2	2
Total	9	9	9

Emergency Communications/Dispatch Staffing

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Communications Center Mgr	1	1	1
Supervisor	3	3	3
ECS Level III	23	19	18
<u>ECS Level II</u>	<u>1</u>	<u>1</u>	<u>1</u>
Total	28	24	24

The communications center manager is projecting 66 (4- hour) slots of overtime in November.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	3	28
Directed Patrols	69	555
Active Problem Oriented Policing Projects	2	2
Completed Problem Oriented Policing Projects	0	0
Parking Citations	57	826
Criminal Arrests	407	5031
Felony Drug Arrests	11	187
Firearms Seized	4	79
Traffic Citations	697	8223
Field Interviews	80	911
Written Warnings	474	4686
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	4458	54768
Unlawful use of Motor Vehicle tows	69	1460
Driving Under the Influence Arrests (DUI)	38	357
DUI involving accidents	11	89
Fatal Accidents	1	7
Traffic Accidents	239	2610
Accidents with Personal Injury	38	445

City Ordinances

The Decatur Police Department made 33 Ordinance arrests during the month of November 2015; YTD total is 343

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	48,382 grams	128,316 grams @ \$10-gram	\$ 1,283,316
Cocaine-Powder	353 grams	5,448 grams @ \$100-gram	\$ 544,880
Cocaine-Crack	77 grams	381 grams @ \$100-gram	\$ 38,100
Heroin	0 grams	249.3 grams @ 300-gram	\$74,790
Ecstasy	0 hits	2867@ 20 hit	\$ 57,340

Meth	0grams	81 grams @ 100-gram	\$8,100
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Criminal Arrests: 82	YTD: 628
Search Warrants: 10	YTD: 90
US Currency Seized: \$9,973	YTD: \$362,904
Firearms seized: 9	YTD: 42
Vehicles seized: 1	YTD: 16
Interdiction Drug Arrests: 18	YTD: 125
Interdiction Wanted Persons Arrests: 0	YTD: 0
Interdiction Narcotic Seizure: 8	YTD: 98
Interdiction weapons seized: 6	YTD: 15
Interdiction Currency Seizure: \$6,127	YTD: \$183,918

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 301	YTD: 2124
Cases closed/resolved: 129	YTD: 1068
Criminal Arrests: 83	YTD: 694
Homicides: 0	YTD: 7
Infant Death Investigations: 0	YTD: 2
Suicide Detective Investigations: 0	YTD: 3
Missing person Investigations: 9	YTD: 45
Computer forensic Exams: 35	YTD: 353
Sex Offenders Registered: 43	YTD: 647

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and also allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 49	YTD fugitive arrests: 348
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Freedom of Information (FOIA)

The Professional Standards Unit received **205** Freedom of Information Act requests for the month; **1682** total requests YTD in 2015.

**Public Works Department
Monthly Activity Report
November 2015**

Engineering:

Union Street Sewer Rehabilitation: The project is completed. Final paperwork is being completed.

Franklin Street Streetscape Improvements: This project is completed.

2015 Street Improvement Projects: This project is completed.

Sewer Televising: 38,066 feet of sewers were televised. 7 special inspections / investigations were performed. No manholes were inspected.

Contract Sewer Cleaning: 23,778 feet of sewers were cleaned.

**Municipal Services Division
Monthly Activity Report
November 1 – November 30, 2015**

TASKS	QUANTITIES	MANHOURS	ADDITIONAL INFORMATION
Signs Installed	52 each	N/A	
Street Sweeping	413.7 miles	871.2 hours	
Snow Fence	6,000 lineal feet	149 hours	
Tree Trimming	47 each	N/A	
Stumps Removed	31	N/A	
Parking Citations Issued Downtown	375 each	N/A	
Sanitary Sewer Derooting	32,934 lineal feet	150 hours	

Department of Water Management
November 2015
Monthly Report

Annual Water Main Replacements: Burdick Plumbing & Heating continued replacing 6,840 feet of rapidly deteriorating water main on St. Louis Bridge Road and portions of the Forest Crest subdivision. The project is 75% complete.

Corley Landfill Conversion to Bioenergy Crop Production: Last year Lake Decatur dredged sediment was trucked and spread over the former Corley Landfill site. Bioenergy plants were successfully established this summer. The project will be completed in December.

Energy and Water Efficiency Services Agreement: Johnson Controls completed 98.4% of the 31,399 water meter replacements and upgrades (excluding 1,310 inactive customer accounts and 18 upgrade refusal customers). HVAC energy efficiency improvements at City facilities are 99.9% complete. Lighting efficiency improvements, South Water Treatment Plant SCADA upgrades and the advanced water metering infrastructure system have been completed.

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock continued dredging the Big Creek area of Basin 1 and rehabilitating the Oakley sediment storage basin. Since dredging began in November 2014, 25% of the 10,736,733 cubic yards of sediment to be removed has been dredged from the lake.

Lake Decatur Landscape Maintenance: This year's tree and brush removal project at Lake Shore Drive and the US 51 Bridge over Lake Decatur was completed in August.

Lake Services: Staff repaired and maintained equipment, removed landscape debris below the Lake Decatur dam and made barge deliveries to residents performing shoreline maintenance.

Nelson Park Basin Marina Management: Last year a joint City/Park District Marina Management Request for Qualifications (RFQ) was issued. Qualifications were received from two firms that were interviewed by City, Park District and Edgewater Resources staff. Based on the interviews, a recommendation will be made to the City Council and Park District Board on how to best manage marina operations for the long term.

South Water Treatment Plant Clarifier to Claricone Conversion: Advertisements for qualifications and proposals for engineering services to convert two existing clarifiers to claricone technology were issued in October. Proposals are due December 15.

South Water Treatment Plant Concrete Replacement: This project will replace deteriorating concrete at several locations at the plant. One bid was received in August. Due to the significantly higher than estimated bid price, it was decided to let the bid expire. The project will be rebid in the spring of 2016.

Water Distribution System Hydraulic Model and Master Plan Updates: This project was completed by Strand Associates in July.

Water Distribution System Leak Detection Survey and Repair: This year's survey was completed by ADS LLC in October. City staff are repairing the detected leaks in priority order as time permits.

Water Production: Due to ample watershed runoff, Lake Decatur was maintained at an average level of 96% full for the month. 542.28 million gallons of potable water were pumped to customers which was a 4.95% decrease compared to November 2014. Semiannual preventative maintenance of the South Water Treatment Plant clarifiers was completed.

Water Services: Staff repaired 10 water main breaks, inspected 27 water control valves, completed 985 billing service orders and 51 distribution system service orders.

William Street & South Water Treatment Plant Reservoir Rehabilitation: Advertisements for qualifications and proposals for detailed inspections and preventative maintenance services for the two reservoirs were issued in October. Proposals are due December 8.

For questions regarding these items contact Keith Alexander, Director of Water Management, at 424-2863 or kalexander@decaturil.gov.

cc: Randy Miller, Water Services Manager
Jerry Stevens, Engineering Services Coordinator
Don Giger, Water Production Operations Supervisor
Randy Weaver, Water Production Maintenance Supervisor