



Monday, December 18, 2023
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of December 4, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Public Hearing Concerning the 2023 Property Tax Levy
3. An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024
4. Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2023
5. Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to Certain Funds to Affect a Positive Cash Position as of the Close of Business as of December 31, 2023
6. Resolution Adopting an Intergovernmental Agreement Between the City of Decatur, Illinois and the Illinois State Comptroller Concerning the Local Debt Recovery Program
7. Ordinance Regarding the Illinois Paid Leave for All Workers Act for the City of Decatur, Illinois
8. Resolution Re-Allocating CDBG-CV Funds and American Rescue Plan Act Funds

9. Resolution Approving Variances and Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign, Commonly Known as Billboards, Placement
10. Resolution Accepting the Proposal from CivicPlus for a New Website and Communication Platform
11. Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College Road Lift Station and Forcemain, City Project 2020-06
12. Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal
13. Ordinance Amending City Code Chapter 26 Heating, Air Conditioning and Refrigeration Contractors
14. Ordinance Amending City Code Chapter 44 Fire Prevention and Hazardous Materials Control
15. Ordinance Amending City Code Chapter 67 Building Code
16. Ordinance Amending City Code Chapter 67.2 Residential Building Code
17. Ordinance Amending City Code Chapter 68 Mechanical Code
18. Ordinance Amending City Code Chapter 70 Property Maintenance Code
19. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - I. Ordinance Annexing Territory 3043 Tempe Drive
 - II. Resolution Rescinding Resolution No. R2023-103 Accepting the Sourcewell Bid to Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper
 - III. Resolution Awarding a Contract in the Amount of \$252,820 Brown Equipment Company for One (1) 2023 Global Model M3 Street Sweeper
 - IV. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds
 - V. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2012 Series Bonds
 - VI. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds
 - VII. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds
 - VIII. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds
 - IX. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds
 - X. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bonds
 - XI. An Ordinance Abating the Property Tax Levy for the City of Decatur,

Illinois for General Obligation 2018 Series Bonds

XII. An Ordinance Abating the Property Tax Levy for the City of Decatur,
Illinois for General Obligation 2019 Series Bonds

XIII. An Ordinance Abating the Property Tax Levy for the City of Decatur,
Illinois for General Obligation 2019 Series B Bonds

XIV. An Ordinance Abating the Property Tax Levy for the City of Decatur,
Illinois for General Obligation 2020 Series Bonds

XV. An Ordinance Abating the Property Tax Levy for the City of Decatur,
Illinois for General Obligation 2022 Series Bonds

XVI. Resolution Authorizing a Memorandum of Understanding Agreement and
Associated Sales Order with Thinkwell Makerspace Innovations, NFP to
obtain Internet Access through the City of Decatur Fiber Network

XVII. Resolution Authorizing Consulting Services Agreement - Ann L. Schneider
and Associates LLC

VI. Other Business

VII. Recess to Closed Executive Session

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

VIII. Adjournment

Monthly Reports, November, 2023

SUBJECT: Approval of Minutes of December 4, 2023 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of December 4, 2023 City Council Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, December 4, 2023

On Monday, December 4, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Lisa Gregory. Councilman Chuck Kuhle participated through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a). Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Ayn Owens, Abeer Motan and Bret Robertson.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the November 13, 2023, City Council Study Session were presented. Councilman Kuhle noted that his name was not included in the minutes as being present at the November 13th, 2023 and November 15th, 2023 City Council Study Session meetings. Councilwoman Gregory moved the minutes be approved, as amended; seconded by Councilman McDaniel and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

The minutes of the November 15, 2023, City Council Study Session were presented. Councilwoman Gregory moved the minutes be approved, as amended; seconded by Councilman Culp and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

The minutes of the November 20, 2023, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Mayor Moore Wolfe called for a Public Hearing at 5:42 pm. in the matter of the 2024 budget.

No individuals came forward to address Council. Mayor Moore Wolfe declared the Public Hearing closed at 5:43 p.m.

2023-84 Ordinance Adopting the Fiscal Year 2024 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2024 and Ending December 31, 2024, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance.

Council members provided comments concerning the budget.

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

R2023-254 Resolution Authorizing Professional Service Agreement with Sikich LLP for Auditing Services and Non-Audit Advisory Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Ms. Ruby James, Finance Director, answered questions from Council members concerning the length of the contract.

The consensus of Council members favored a three-year contract.

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

2023-85 Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance and answered questions from Council members concerning the proposed changes.

Mr. Dave Schaab, Municipal Marketing Manager with Waste Management and Mr. Eric Shangraw, Municipal Marketing Manager with GFL Environmental both said that they were currently working on efforts to educate their customers regarding the new changes.

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

R2023-255 Resolution Authorizing Funding Support for Senior Center Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Mr. Clay Gerhard, Director of Operations for the Decatur Park District, spoke about consolidation efforts of senior services to benefit local seniors.

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

R2023-256 Resolution Authorizing Payment of the 2024 Central Illinois Regional Dispatch Center Invoice – User Fees for the Decatur Police Department and Decatur Fire Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Shane Brandel, Chief of Police, gave an overview of the Resolution.

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

R2023-257 Resolution Authorizing the Purchase of a Mobile Overtime Parking Enforcement System from Minuteman Security and Life Safety for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Shane Brandel, Chief of Police, gave an overview of the Resolution and answered questions from Council members about the system.

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

R2023-258 Resolution Authoring the Purchase of Cradlepoint Routers and Antennas from CDW for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Shane Brandel, Chief of Police, gave an overview of the Resolution.

City Manager Wrighton answered questions from Council members regarding the funding source for the purchase.

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

R2023-259 Resolution Authorizing Amendment No. 4 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan City Project 2019-38, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Mr. Jeff Beckler with Northwater Consulting, answered questions from Council members concerning the reduction of sediment and nitrates from entering Lake Decatur.

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

R2023-260 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for Water Sampling Stations, City Project 2023-13, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Public Works Director, gave an overview of the Resolution.

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

R2023-261 Resolution Accepting the Bid and Authorizing the Execution of a Contract with A & R Mechanical Services, Inc. DBA A & R Services, Inc. for the Oakland and Grand Area Sewer Separation Project-Fairview Park Storm Sewer, City Project 2021-01, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-262 Resolution Rescinding a Portion of Resolution No. 2022-95 Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) Tandem Axle Truck Chassis and Three (3) Single Axle Truck Chassis, was

presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Public Works Director, gave an overview of the Resolution.

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

R2023-263 Resolution Accepting the Bid for (5) Single Axle Dump Trucks and (2) Tandem Axle Dump Trucks, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

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

Item B. R2023-264 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Alum City Project PUR2023-006

Item C. R2023-265 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon City Project PUR2023-06

Item D. R2023-266 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon Dioxide City Project PUR2023-06

Item E. R2023-267 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Chlorine City Project PUR2023-06

Item F. R2023-268 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Hydrofluorosilicic Acid City Project-PUR2023-06

Item G. R2023-269 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Lime City Project-PUR2023-06

Item H. R2023-270 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chloride City Project-PUR2023-06

Item I. R2023-271 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chlorite City Project-PUR2023-06

Item J. R2023-272 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Hexametaphosphate City Project-PUR2023-06

Item K. 2023-86 Ordinance Annexing Territory 2802 Southland Road

Item L. R2023-273 Resolution Authorizing Real Estate Purchase Agreement Including the Transfer of Real Estate Miracle Valley - City of Decatur 901-905 E. Wood Street and 1921 N. Railroad Avenue

R2023-274 Resolution Authorizing the Purchase of Graykey License Renewal from Magnet Forensics for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Shane Brandel, Chief of Police, answered questions from Council members concerning the length of the agreement and funding.

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

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

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

City Manager Wrighton announced his intention to retire in May 2024.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved to adjourn the City Council meeting, seconded by Councilman Culp. Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:03 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description

Type

Cover memo

Cover Memo

Backup Data

Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report November 2023

The Year in Play

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

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

City Financial Position

The City of Decatur ended the month with a total cash position of \$122 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$124.9 at the end of last month.

The City General Fund ended the month with a cash position of \$25.6 million versus last month's cash position of \$25.8 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 102 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at \$20.9 million.

City cash reserves are contained in Special Revenue funds (\$18.6 million), TIF Redevelopment funds (\$2.7 million), Capital funds (\$6.2 million), Debt Service fund (\$1.2 million), Internal Service funds (\$4.7 million) and Enterprise funds (\$62.7 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

City cash position reported in \$ millions, numbers may not add due to rounding

Fund Type	Sep-23	Oct-23	Nov-23	Comment
Special Revenue	18.9	19.6	18.6	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3	3.6	2.7	Debt service and redevelopment agreement obligations
Capital	5.7	5.7	6.2	Capital funding available
Debt	2	2.2	1.2	Debt service obligations
Internal Service	6.1	4.5	4.7	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	62.4	63.1	62.7	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	98.1	98.7	96	
General Fund	24.7	25.8	25.6	Basic services to citizens and stakeholders
Total City Cash	123.1	124.9	122	

Changes of note in the period:

- The final property tax revenues arrived for the General Fund, meanwhile \$1 million was transferred out for capital needs, leaving the General Fund about status quo.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$25.6 million. The current cash balance represents a cash reserve position of about 102 days. The general fund 90 reserve was calculated to be \$20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

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

Chart notes

1 – actual year-to-date general fund revenue and expense

2 – budget year-to-date general fund revenue and expense

3 – year-to-date percentage comparison of actual to budget

\$(000)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	80,094	81,283	-1%
Expense	80,098	83,548	-4%
Surplus	(4)	(2,265)	

Revenue Comments

- In November, the 5th and 6th installments of the property tax distributions came in, some \$776,000 thousand among the General Fund, Library Fund, Band Fund, Debt Fund, and various TIF Funds.

- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, distributed with a 1-3 month lag between merchant collection and distribution to the city, are generally slightly positive compared to last year.
- Projections are based on the adopted budget.

General Fund Revenue

Revenue to date through the period is \$80 million versus budget to date revenue of \$81.2 million, under budget by 1%.

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

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	11,549,938	11,940,000	(390,062)	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	12,597,394	12,784,563	(187,169)	-1%
TELEPHONE UTILITY TAX	1,096,232	1,082,624	13,608	1%
FOOD & BEVERAGE TAX	3,784,756	3,675,037	109,719	3%
HOTEL AND MOTEL TAX	1,195,429	1,063,378	132,051	11%
LOCAL SALES TAX	12,173,669	12,237,386	(63,717)	-1%
AVIATION FUEL TAX	22,561	7,333	15,228	67%
LOCAL USE TAX	2,565,819	2,765,738	(199,919)	-8%
AUTO RENTAL TAX	53,743	44,152	9,592	18%
UTILITY TAX - ELECTRIC & GAS	4,014,463	4,874,912	(860,448)	-21%
VIDEO GAMING TAX	2,194,332	2,184,299	10,033	0%
CABLE TV TAX	943,187	1,034,000	(90,814)	-10%
Sub Total	52,191,524	53,693,422	(1,501,899)	-3%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	53,050	56,000	(2,950)	-6%
STATE REPLACEMENT TAX	3,020,303	1,926,143	1,094,160	36%
STATE INCOME TAX	10,616,964	11,310,982	(694,017)	-7%
FEDERAL GRANTS	8,840	350,000	(341,160)	-3859%
STATE GRANTS OR OTHER	-	137,500	(137,500)	
POLICE OT REIMBURSEMENTS	55,504	78,534	(23,030)	-41%
CANNABIS TAX	98,160	110,152	(11,992)	-12%
OPIOID TREATMENT FUNDING	50,000	-	50,000	100%
ADDI REIMBURSEMENTS	1,102	-	-	100%
Sub Total	13,903,923	13,969,311	(66,490)	0%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	7,911,160	7,940,720	(29,560)	0%
GENERAL GOV LICENSES/PERMITS				
Sub Total	1,381,432	1,876,825	(495,393)	-36%
GENERAL GOV OTHER				
Sub Total	4,706,955	3,803,619	903,336	19%
General Fund Total (year-to-date)	80,094,995	81,283,898	(1,188,904)	-1%

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

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

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax (Gen Fund)	13,914,000	12,597,394	90.5%	11,992,281	5.0%
Local Sales Tax (Gen Fund)	13,334,000	12,173,669	91.3%	11,659,684	4.4%
State Income Tax	11,874,000	10,616,964	89.4%	10,845,039	-2.1%
Utility Tax (Gas/Electric)	5,337,000	4,014,463	75.2%	4,374,703	-8.2%
Food & Beverage Tax (Gen Fund)	3,997,000	3,784,756	94.7%	3,493,957	8.3%
Use Tax	3,020,000	2,565,819	85.0%	2,550,598	0.6%
Video Gaming Tax	2,386,000	2,194,332	92.0%	2,109,128	4.0%
State/Local Replacement Tax (Gen Fund)	2,056,000	3,073,353	149.5%	3,558,489	-13.6%
Hotel & Motel Tax	1,152,000	1,195,429	103.8%	979,627	22.0%
Cable TV Tax	1,034,000	943,187	91.2%	995,925	-5.3%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$80 million of a \$83.5 million revised budget.

Year-to-date position of expense vs. budget

Expense numbers may not add due to rounding

	Actual	Yearly Revised Budget	% of Budget
General Government	15,787,821	19,328,490	82%
Developmental Services	3,580,408	4,287,539	84%
Public Safety	51,450,373	55,298,436	93%
Public Works	9,667,341	10,637,535	91%
General Fund Expense	80,098,619	89,552,000	89%

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

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

Fund	Fund Balance	Comment
Federal HOME	\$ 203,718	Federally approved programs
Federal CDBG	\$ 16,899	Community Development Block Grant
State Drug Enforcement	\$ 423,053	Police programs
Federal DUI Drug Enforcement	\$ 392,641	Police programs
Building Fund	\$ 725,387	R&M and capital of Library facility
Public Library	\$ 2,270,685	Operational fund of Library
Library Capital	\$ 668,844	Capital Expense requirements and cash reserves
Library Trust	\$ 73,813	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 1,764,057	Street repairs and maintenance
Motor Fuel Tax	\$ 5,667,928	Street repairs and maintenance
Community Revitalization	\$ 5,074,324	Revitalization initiatives
2018 Project	\$ (182,011)	General Obligation bond proceeds for construction of new fire stations
Capital Project	\$ 2,905,524	Minimal funding available
Equipment Replacement	\$ 1,852,430	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ 1,250,024	Debt payments on current debt issues
Fleet Maintenance	\$ 960,557	Repair and maintenance of city vehicle fleet
Risk Management	\$ 3,982,478	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ (155,982)	Coverage for healthcare and other benefit expenses.
Public Transit Operations	\$ 180,119	Operational and capital funding of the transit system
Fiber Optics	\$ 838,025	City investment in the next phase of a fiber optic network
Storm Water	\$ 3,198,553	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 14,343,212	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ 6,619,765	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	\$ 23,948,967	Bond revenues in FY22
Grant	\$ 309,681	Unbudgeted FY2022 grants
ARP	\$ 1,639,733	Federal ARP funds as per city budget

Investments

City investments include about \$51 million in US Treasury Bonds and an additional \$20.4 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2023.

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

Debt

Debt outstanding was \$126.9 million in outstanding principal as of June 2023. All debt principal and interest payments are covered within the 2023 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is \$15.1 million, with \$199 million year-to-date. The total is 84% of the revised revenue budget of \$236.7 million.

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

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

Property Tax for FY2023

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

In November, the 5th and 6th installments of the property tax distributions came in, some \$776,000 thousand among the General Fund, Library Fund, Band Fund, Debt Fund, and various TIF Funds.

Expenditure Tracking

City-wide expenses during the reporting period were \$23.9 million and \$212.1 million year-to-date. The total is 77% of the annual revised expense budget of \$275.8 million.

Water Utility

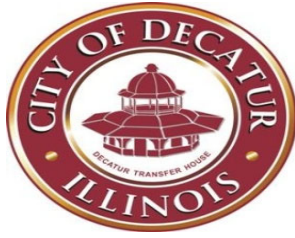
The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items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

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) of about \$1.2 million of revenue over expenses. In FY2022, the comparable was \$1.16 million of revenue over expenses before debt and transfer to capital. In November, an additional \$2 million of operating funds were transferred to the Water Capital Fund to cover additional water capital projects completed in FY2023. In debt payments for the Fiscal Year, about \$14.4 million has been paid out so far.

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

Headcount Staffing Across all Funds

Current full-time staffing level is 435 FTEs versus budget of 465 FTEs. There are 16 part-time and temp employees.



Fiscal Year 2023

Fiscal Period Ending

Nov-23

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: Nov-23

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund	25,819,170.61	6,727,034.31	6,924,067.16	(23,126.83)		25,599,010.93		25,599,010.93	0.00
	Special Revenue Funds									
14	PAYROLL FUND	50,706.67	0.00	0.00	705.33		51,412.00		51,412.00	
16	COMMUNITY GRANT FUND	(49,691.37)	49,039.00	604.02	0.00		(1,256.39)		(1,256.39)	
17	HOME FUND	202,864.30	853.75	0.00	0.00		203,718.05		203,718.05	
18	CDBG FUND	16,679.04	37,338.99	37,118.73	0.00		16,899.30		16,899.30	
22	DUATS FUND	77,982.67	153.36	5,384.04	0.00		72,751.99		72,751.99	
25	STATE DRUG ENFORCEMENT	463,908.07	25,765.28	12,200.00	(54,420.50)		423,052.85		423,052.85	
26	DUI FINES AND FEES FUND	209,195.69	5,604.69	(103.00)	0.00		214,903.38		214,903.38	
27	POLICE LAB & PROGRAMS	187,024.29	487.83	0.00	0.00		187,512.12		187,512.12	
30	FEDERAL DRUG ENFORCEMENT	392,379.41	261.77	0.00	0.00		392,641.18		392,641.18	
34	BUILDING FUND	801,490.48	52,855.82	128,959.72	0.00		725,386.58		725,386.58	
35	LIBRARY FUND	2,436,522.17	209,481.57	375,319.18	0.00		2,270,684.56		2,270,684.56	
36	MUNICIPAL BAND FUND	73,994.08	4,604.60	1,036.61	0.00		77,562.07		77,562.07	
37	FOREIGN FIRE INSURANCE FUND	330,188.88	622.13	40,561.15	0.00		290,249.86		290,249.86	
42	LOCAL STREETS & ROADS	1,914,276.87	152,396.56	302,616.61	0.00		1,764,056.82		1,764,056.82	
46	MOTOR FUEL TAX FUND	5,497,344.25	263,330.73	92,746.99	0.00		5,667,927.99		5,667,927.99	
58	LIBRARY CAPITAL	666,982.18	1,861.97	0.00	0.00		668,844.15		668,844.15	
59	LIBRARY TRUST FUNDS	78,856.83	1,570.91	6,614.51	0.00		73,813.23		73,813.23	
82	DCDF FUND	169,340.38	1,681.87	10.86	0.00		171,011.39		171,011.39	
84	COMMUNITY REVITALIZATION	5,720,190.46	58,265.38	704,131.36	0.00		5,074,324.48		5,074,324.48	
85	GRANT FUND	401,691.98	237.21	92,248.10	0.00		309,681.09		309,681.09	
	Total Special Revenue Funds	19,641,927.33	866,413.42	1,799,448.88	(53,715.17)	0.00	18,603,764.70	0.00	18,655,176.70	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	1,224,352.97	96,302.60	983,502.50	0.00		337,153.07		337,153.07	
21	WABASH CROSSING TIF	1,256,099.43	333,982.68	0.00	0.00		1,590,082.11		1,590,082.11	
23	EASTGATE TIF FUND	451,705.94	31,325.78	245,044.99	0.00		237,986.73		237,986.73	
24	SOUTHSIDE TIF FUND	240,054.33	619.35	12,342.96	0.00		228,330.72		228,330.72	
28	PINES SHOPPING CENTER TIF	105,094.16	5,434.51	0.00	0.00		110,528.67		110,528.67	
29	GRAND & OAKLAND TIF	406,813.94	8,753.86	170,455.03	0.00		245,112.77		245,112.77	
	Total TIF & Redevelpmnt Funds	3,684,120.77	476,418.78	1,411,345.48	0.00	0.00	2,749,194.07	0.00	2,749,194.07	0.00
	Capital Funds									
40	PEG CAPITAL FUND	56,125.34	10,352.69	2,186.91	0.00		64,291.12		64,291.12	
44	2018 PROJECT FUND	(182,010.89)	0.00	0.00	0.00		(182,010.89)	0.00	(182,010.89)	
45	CAPITAL PROJECT FUND	3,045,079.52	4,523.10	144,078.88	0.00		2,905,523.74		2,905,523.74	(481,816.00)
61	EQUIPMENT REPLACEMENT	1,211,290.80	1,035,072.13	393,932.66	0.00		1,852,430.27		1,852,430.27	
99	AMERICAN RESCUE PLAN	1,647,030.81	0.00	7,298.00	0.00		1,639,732.81		1,639,732.81	
	Total Capital Funds	5,777,515.58	1,049,947.92	547,496.45	0.00	0.00	6,279,967.05	0.00	6,279,967.05	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: Nov-23

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	2,296,079.08	54,082.24	1,100,137.13	0.00		1,250,024.19		1,250,024.19	0.00
60	Internal Service Funds FLEET MAINTENANCE	940,349.27	268,446.14	248,238.35	0.00		960,557.06		960,557.06	
64	RISK MANAGEMENT	3,675,505.59	347,046.52	40,074.19	0.00		3,982,477.92		3,982,477.92	
65	INSURANCE FUND	(37,289.99)	943,519.17	1,062,211.10	0.00		(155,981.92)		(155,981.92)	
	Total Internal Service Funds	4,578,564.87	1,559,011.83	1,350,523.64	0.00	0.00	4,787,053.06	0.00	4,787,053.06	0.00
70	Enterprise Funds TRANSIT	(1,802,935.38)	2,756,507.83	773,453.71	0.00		180,118.74		180,118.74	
77	FIBER OPTICS	834,761.06	6,683.92	3,420.00	0.00		838,024.98		838,024.98	
78	STORM WATER	3,361,553.77	162,479.98	325,480.84	0.00		3,198,552.91		3,198,552.91	
79	SEWER FUND	13,994,221.65	606,041.96	257,051.26	0.00		14,343,212.35		14,343,212.35	
80	WATER FUND	9,558,814.24	2,869,991.36	5,854,160.54	45,120.07		6,619,765.13		6,619,765.13	
81	WATER CAPITAL	523,086.56	2,172,079.96	1,712,312.11	0.00		982,854.41		982,854.41	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	196,515.77	53,109.22	93,225.38	0.00		156,399.61		156,399.61	
89	2022 BOND FUND	23,958,885.01	11,566.71	21,484.24	0.00		3,382,796.91	20,566,170.57	23,948,967.48	
	Total Enterprise Funds	63,124,902.68	8,638,460.94	9,040,588.08	45,120.07	0.00	42,201,725.04	20,566,170.57	62,767,895.61	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	4,843,603.01	481,509.75	805,686.62	0.00		4,519,426.14		4,519,426.14	
90	FIRE PENSION INVESTMENTS	85,813,634.73	(2,350,830.35)	5,871.34	0.00			83,456,933.04	83,456,933.04	
	TOTAL FIRE PENSION	90,657,237.74	(1,869,320.60)	811,557.96	0.00	0.00	4,519,426.14	83,456,933.04	87,976,359.18	
91	POLICE PENSION FUND CASH	9,024,640.69	475,762.70	942,124.32	0.00		8,558,279.07		8,558,279.07	
91	POLICE PENSION INVESTMENTS	115,829,986.15	(2,883,667.90)	4,198.78	0.00			112,942,119.47	112,942,119.47	
	TOTAL FIRE PENSION	124,854,626.84	(2,407,905.20)	946,323.10	0.00	0.00	8,558,279.07	112,942,119.47	121,500,398.54	
	Total Trust & Agency Funds	215,511,864.58	(4,277,225.80)	1,757,881.06	0.00	0.00	13,077,705.21		209,476,757.72	0.00
	Total City Funds	340,434,145.50	15,094,143.64	23,931,487.88	(31,721.93)	0.00	114,548,444.25	20,566,170.57	331,565,079.33	
Memorandum Items										
	Pooled Cash Investments							53,531,660.29	53,531,660.29	
	City Funds ex Trust & Agency	124,922,280.92	19,371,369.44	22,173,606.82	(31,721.93)	0.00	101,470,739.04	74,097,830.86	122,088,321.61	0.00

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

Period Ending: Nov-23

Grant ID	Div	Grant Name	Expiration	State	Federal	In Budget	Status	Grant Amount
		Executive/Police	COMMUNITY VIOLENCE PREVENTION (TURNER)	6-30-24	X		ACTIVE	1,000,000
		Executive	DCEO 23-203058	7-31-24	x		ACTIVE	3,000,000
		Executive	DCEO 23-203059	7-31-24	x		ACTIVE	3,000,000
74	017	Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	9-30-23	X		ACTIVE	800,000
C2016	054	Neighborhood Revitalization	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-21-2023		X	ACTIVE	1,268,061
C2017	054	Neighborhood Revitalization	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2024		X	ACTIVE	1,262,151
C2018	054	Neighborhood Revitalization	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2025		X	ACTIVE	1,378,744
C2019	054	Neighborhood Revitalization	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2026		X	ACTIVE	1,411,581
C2020	054	Neighborhood Revitalization	B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2027		X	ACTIVE	1,417,995
C2021	054	Neighborhood Revitalization	B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2028		X	ACTIVE	1,420,946
C2022	054	Neighborhood Revitalization	B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2029		X	ACTIVE	1,374,790
C2023	054	Neighborhood Revitalization	B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9-1-2030		X	ACTIVE	1,319,714
C2023	054	Neighborhood Revitalization	FR-6700-N-98 PRO HOUSING	9-1-2029		X	SUBMITTED	9,987,032
CCV19	054	Neighborhood Revitalization	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION	9-21-2026		X	ACTIVE	834,287
H2016	054	Neighborhood Revitalization	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2024		X	ACTIVE	327,118
H2017	054	Neighborhood Revitalization	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2025		X	ACTIVE	330,899
H2018	054	Neighborhood Revitalization	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP	9-1-2026		X	ACTIVE	444,741
H2019	054	Neighborhood Revitalization	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2027		X	ACTIVE	425,163
H2020	054	Neighborhood Revitalization	M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2028		X	ACTIVE	431,353
H2021	054	Neighborhood Revitalization	M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2029		X	ACTIVE	413,549
H2022	054	Neighborhood Revitalization	M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2030		X	ACTIVE	497,298
H2023	054	Neighborhood Revitalization	M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9-1-2031		X	ACTIVE	466,119
HOME-ARI	054	Neighborhood Revitalization	M-21-MP-17-0203 HOME - American Rescue Plan	9-30-2030		X	ACTIVE	1,497,384
SCP	054	Neighborhood Revitalization	STRONG COMMUNITIES PROGRAM	9-19-2023	X		ACTIVE	\$125,000 ** Grant expired, but we have reimbursement coming
HRAP	054	Neighborhood Revitalization	HOME REPAIR & ACCESSIBILITY PROGRAM	9-30-2030	X		ACTIVE	\$400,000
	065	Police	HS-22-0071 IDOT STEP			X	ACTIVE	
	065	Police	2021 BVP	1-31-24		X	ACTIVE	
	065	Police	2023 BVP			X	SUBMITTED	
	065	Police	2020-DJ-BX-0871	9-30-23		X	ACTIVE	29,430
	065	Police	48SEMD0540JJ03478 ; OMDJ [			X	ACTIVE	34,099
	065	Police	48SEMD0550JJ03588 ; OMDJ [			X	ACTIVE	36,081
	065	Police	ILETSB RECRUITMENT AND RETENTION GRANT				ACTIVE	100,000
09334	082	Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X		ACTIVE	2,006,014
09335	082	Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X	ACTIVE	44,000,000
09336	082	Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEC 2025		X		ACTIVE	19,950,000
1406	082	Public Works	15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY)		X		ACTIVE	250,000
1706	082	Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES			X	ACTIVE	2,000,000
1805	082	Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH	2023		X	ACTIVE	800,000
	082	Public Works	FRA CRISJ			X	ACTIVE	2,000,000
	082	Public Works	FRA CRE			X	ACTIVE	16,000,000
	082	Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION		X		ACTIVE	1,500,000
	082	Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025		X	ACTIVE	6,000,000
L2020	350	Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT			X	ACTIVE	104,020
61	350	Library	20-3031-PNG PROJECT NEXT GENERATION			X	ACTIVE	14,900
	700	Mass Transit	CAP-22-1176-ILL	4/1/2028	x		ACTIVE	1,000,000
	700	Mass Transit	CAP-22-1221-ILL	4/1/2028	x		ACTIVE	2,760,000
	700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	3,750,000
	700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	290,000
	700	Mass Transit	CAP-23-XXXXXX			X	ACTIVE	1,850,000
	700	Mass Transit	TS-18-317		X	x	ACTIVE	135,856 108685 fed; 27171 state
S21	700	Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	6-30-24	X		ACTIVE	13,379,000
	700	Mass Transit	494-00-1439	2-1-24	X		ACTIVE	240,000
SC20	700	Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12-31-25		X	ACTIVE	1,140,000
	700	Mass Transit	2022 CVP Application				SUBMITTED	
	700	Mass Transit	Metro Planning Application				SUBMITTED	
	700	Mass Transit	IL-2020-010-01	3/30/2025	X		ACTIVE	412,270
	700	Mass Transit	IL-2020-020-00	3/30/2027	X		ACTIVE	6,168,433
	700	Mass Transit	IL-2022-011-00	9/30/2025	X		ACTIVE	291,000
	700	Mass Transit	IL-2022-015-02	3/30/2027	X		ACTIVE	5,734,880
	700	Mass Transit	IL-2022-028-01	3/30/2028			ACTIVE	3,374,140
	700	Mass Transit	FTA FY2022 Low-No				ACTIVE	16,800,000
	700	Mass Transit	Safe Streets 4 All Application			X	ACTIVE	240,000
	700	Mass Transit	Thriving Communities	3/30/2025		X	ACTIVE	
	700	Mass Transit	THUD Application			X	SUBMITTED	
Bold print indicates information updated from previous month's report								
								Total 187,224,048
								Active 177,237,016

City of Decatur
Treasurer's Investment Report

Month of : November, 2023

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	1.700%	-	-	-	-	13,687.50	23,866.07
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	4.340%	-	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	-	-	-	-	2,866.85	2,866.85
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	4.650%	-	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	-	-	-	11,187.50	20,417.59	31,542.59
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	-	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.510%	-	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	5,067,246.09	5,110,770.00	-	2,169.21	7,794.21
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.320%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	4,460,429.69	4,444,566.00	-	5,510.87	8,510.87
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	5.400%	3,000,000.00	-	-	-	-	-
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	3,371,503.91	3,368,610.00	-	5,747.29	9,497.29
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	-	1,250,000.00	-	-	-	-	-
US Treasury Bill Zero	Apr-Oct	04/27/23	0.37400%	4.020%	-	-	-	-	4,660.24	4,660.24
US Treasury Bond	May - Nov	05/31/23	0.12500%	4.640%	-	-	-	-	291.89	291.89
US Treasury Bond	Jun-Dec	06/30/23	0.12500%	4.650%	-	-	-	-	423.00	423.00
US Treasury Bond	Jan-July	07/15/23	0.12500%	4.590%	-	-	-	-	487.74	487.74
US Treasury Bond	Mar - Sep	09/30/23	0.25000%	4.620%	-	-	-	-	1,622.61	1,622.61
US Treasury Bond	Apr-Oct	10/15/23	0.12500%	4.640%	-	-	-	-	875.69	875.69
US Treasury Bill Zero	Jun-Dec	12/07/23	0.01280%	5.450%	505,000.00	498,609.15	498,609.15	-	-	-
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	1,250,000.00	1,228,857.42	1,246,725.00	-	7,613.94	7,613.94
US Treasury Bill Zero	Jan-July	01/09/24	0.01790%	5.530%	505,000.00	496,130.15	496,130.15	-	-	-
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	1,250,000.00	1,207,275.39	1,242,012.50	-	487.74	487.74
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	1,202,880.86	1,236,725.00	-	621.55	621.55
US Treasury Bill Zero	Mar - Sep	03/07/24	0.02670%	5.490%	1,025,000.00	998,328.01	998,328.01	-	-	-
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,231,837.50	-	1,486.09	1,486.09
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,232,912.50	-	15,055.25	15,055.25
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	1,250,000.00	1,192,431.64	1,221,487.50	1,562.50	1,426.63	1,426.63
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,232,475.00	15,625.00	21,462.91	21,462.91
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,212,700.00	-	1,463.21	1,463.21
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,213,087.50	-	6,793.49	6,793.49
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,201,175.00	-	4,378.43	4,378.43
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	1,186,914.06	1,198,150.00	4,687.50	6,034.19	6,034.19
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	1,190,380.86	1,197,512.50	-	2,850.27	2,850.27
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	1,190,087.89	1,195,800.00	-	4,389.67	4,389.67
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,198,050.00	-	7,458.56	7,458.56
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,199,362.50	-	10,402.51	10,402.51
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,719,496.75	-	4,562.50	4,562.50
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,172,025.00	-	2,369.65	2,369.65
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	933,160.00	1,250.00	1,401.10	1,401.10
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	-	1,250,000.00	1,138,867.19	1,152,100.00	-	(145.15)	(145.15)
Federated US Treasury Cash Reserves		Liquid			15,687,723.83	15,687,723.83	15,821,532.81	50,169.75	341,931.15	
Total Investment(s)					55,147,723.83	53,531,660.29	53,975,340.37	84,482.25	500,804.17	192,551.59

Pooled Cash		Journal Entry					
	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	0.00	(2,080.15)	(10,036.66)	(10,082.38)	(10,599.22)	-	(32,798.41)
Gain/Loss from sale of bond	75,558.59	5,494.14	25,585.94	97,294.92	134,152.33	-	262,527.33
Interest (Income)	84,482.25	(28,184.65)	184,010.51	187,272.94	157,705.37	-	500,804.17
	160,040.84	(24,770.66)	199,559.79	274,485.48	281,258.48	-	730,533.09

City of Decatur
Treasurer's Investment Report

Month of : November, 2023

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	-	15,000.00	16,875.00
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	-	-	-	-	1,250.00	1,612.02
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	-	-	-	-	2,500.00	3,428.96
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	-	-	-	-	32,911.67	32,911.67
United States Treasury Bill Zero 25 May 2023	May-Nov	5/25/2023	2.260%	4.650%	-	-	-	-	39,776.00	39,776.00
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	-	-	-	-	1,250.00	2,028.69
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%	-	-	-	-	1,250.00	985.05
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	-	-	-	-	47,208.61	47,045.57
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	-	-	-	-	2,500.00	2,500.00
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2023	2.466%	5.090%	-	-	-	-	48,134.17	48,134.17
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	3,088,189.00	-	23,250.00	11,949.05
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00			-		
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,970,940.00	-	2,282.61	2,282.61
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	2,000,000.00	3,353,867.19	3,437,105.00	-	6,301.22	6,301.22
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	1,500,000.00			-		
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.210%	1,800,000.00	3,624,500.01	3,713,322.00	4,750.00	4,398.10	4,398.10
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.250%	2,000,000.00			-		
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	2,000,000.00	3,815,000.00	3,893,920.00	-	(669.40)	(669.40)
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.330%	2,000,000.00			-		
United States Treasury Note/Bond .375% 15 July 2024	Jan-Jul	7/15/2024	0.375%	5.340%	2,000,000.00	1,906,093.75	1,940,320.00	-	(122.28)	(122.28)
United States Treasury Note/Bond 2.375% 15 Aug 2024	Feb-Aug	8/15/2024	2.375%	5.360%	2,000,000.00	1,943,906.25	1,959,380.00	-	(1,161.68)	(1,161.68)
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					1,021,111.96	1,021,111.96	1,059,806.30	4,554.31	28,091.99	
Total Investment(s)					21,421,111.96	20,566,170.57	21,062,982.30	9,304.31	280,596.01	244,719.75
GRAND TOTALS:					76,568,835.79	74,097,830.86	75,038,322.67	93,786.56	781,400.18	437,271.34

Journal Entry							
Water Capital Bond	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	0.00	(4,032.05)	(4,080.61)	(4,119.40)	(4,166.88)	-	(16,398.94)
Gain/Loss from sale of bond	0.00	54,531.25	142,343.74	57,187.50	-	-	254,062.49
Interest (Income)	9,304.31	59,145.04	93,676.63	107,532.58	20,241.76	-	280,596.01
	9,304.31	109,644.24	231,939.76	160,600.68	16,074.88	-	518,259.56

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

City of Decatur
Water Bond Issue - 2022 Bond Fund 89

[home](#)

Month of: Nov-23

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885		
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335	17,548	60,167	54,338	9,332	13,431	11,567		311,039
Gain/Loss on Investments	-	-	54,531	38,906	49,141	54,297	57,188	-	-	-	-		254,062
Expenditures													
Transfer out of old proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	-	-	-	-	-	-	12,232	-	-	4,167	-	-	16,399
Water/Sewer improvements	55,798	-	367,487	1,200	209,137	143,000	131,990	131,686	244,444	246,784	21,484		1,553,011
Total Expenditures	55,798	-	367,487	1,200	209,137	143,000	144,222	131,686	244,444	250,951	21,484	-	1,569,410
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	-	

home

Nov-23

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

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

19,000	2,170,248	500	2,189,748
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262,892	421,289	81,040	
262,892	421,289	81,040	765,222

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

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

-	-	737,080	737,080
-	-	737,080	737,080
3,235,736	3,056,430	3,450,597	9,742,764

note 5 FY2023 mid-year budget adjustment in June will transfer funds from ARP once final bills arrive to a maximum of \$462,509

available funds

yet to spend	(4,094)	0	220,013	215,919
Funding issue	-	-	482,509	482,509

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

Period Ending: Nov-23

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Adopted Budget
REVENUE														
Actual	6,479,130	6,309,981	6,002,627	5,803,605	7,066,238	5,834,342	12,711,098	6,539,192	6,427,839	10,193,908	6,727,034		80,094,995	
Budget Projection	6,173,274	5,863,228	6,962,302	5,960,707	7,922,048	5,902,173	12,340,959	6,973,136	9,287,820	7,629,052	6,269,201		81,283,898	87,437,000
Vs budget in month	305,856	446,753	(959,675)	(157,102)	(855,810)	(67,830)	370,140	(433,944)	(2,859,981)	2,564,856	457,833	-		
Vs budget to date	305,856	752,610	(207,065)	(364,167)	(1,219,977)	(1,287,808)	(917,668)	(1,351,612)	(4,211,593)	(1,646,737)	(1,188,904)	-	(1,188,904)	

EXPENSE

Personnel Expense														
Actual	3,771,807	3,477,179	5,193,724	3,395,363	3,452,145	3,528,161	9,467,884	5,934,822	6,075,447	7,199,714	4,146,933		55,643,179	
Budget Projection	4,031,343	3,631,258	5,402,600	4,046,758	3,753,100	4,244,680	9,003,324	4,547,183	8,785,803	4,776,663	4,166,099		56,388,810	60,114,256
Vs budget in month	(259,536)	(154,080)	(208,876)	(651,395)	(300,955)	(716,519)	464,560	1,387,639	(2,710,356)	2,423,051	(19,165)	-		68%
Vs budget to date	(259,536)	(413,616)	(622,491)	(1,273,887)	(1,574,841)	(2,291,360)	(1,826,800)	(439,161)	(3,149,517)	(726,466)	(745,631)	-	(745,631)	of GF Expense

Operating Expense														
Actual	2,162,685	3,449,489	1,154,758	3,820,056	1,503,413	1,551,770	2,898,895	1,822,983	1,417,382	1,911,364	2,777,134		24,469,929	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733	1,789,081	2,199,909	8,432,310	1,624,411	1,329,165	1,889,182	2,457,881		27,160,083	28,747,744
Vs budget in month	(1,040,628)	2,327,038	56,113	1,806,323	(285,668)	(648,139)	(5,533,416)	198,572	88,216	22,182	319,253	-		32%
Vs budget to date	(1,040,628)	1,286,410	1,342,523	3,148,846	2,863,178	2,215,039	(3,318,377)	(3,119,805)	(3,031,589)	(3,009,407)	(2,690,154)	-	(2,690,154)	of GF Expense

TOTAL EXPENSE														
Actual	5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	12,366,778	7,757,805	7,492,828	9,111,078	6,924,067	-	80,113,108	
Budget Projection	7,234,656	4,753,710	6,501,244	6,060,492	5,542,181	6,444,589	17,435,634	6,171,594	10,114,968	6,665,845	6,623,980	-	83,548,893	88,862,000
Vs budget in month	(1,300,164)	2,172,958	(152,762)	1,154,928	(586,622)	(1,364,658)	(5,068,856)	1,586,211	(2,622,140)	2,445,233	300,087	-		
Vs budget to date	(1,300,164)	872,794	720,031	1,874,959	1,288,337	(76,321)	(5,145,177)	(3,558,965)	(6,181,105)	(3,735,872)	(3,435,785)	-	(3,435,785)	

Surplus / (Deficit)														
Actual	544,638	(616,686)	(345,855)	(1,411,815)	2,110,679	754,411	344,320	(1,218,613)	(1,064,989)	1,082,830	(197,033)	-	(18,114)	
Budget Projection	(1,061,383)	1,109,519	461,058	(99,785)	2,379,867	(542,417)	(5,094,675)	801,542	(827,148)	963,207	(354,778)	-	(2,264,995)	(1,425,000)
Vs budget in month	1,606,021	(1,726,205)	(806,912)	(1,312,030)	(269,188)	1,296,828	5,438,995	(2,020,155)	(237,841)	119,623	157,746	-		
Vs budget to date	1,606,021	(120,184)	(927,097)	(2,239,127)	(2,508,315)	(1,211,487)	4,227,508	2,207,353	1,969,512	2,089,135	2,246,881	-	2,246,881	

Beginning Cash Balance	25,180,137	25,730,115	25,178,805	24,816,422	23,386,727	25,584,364	26,364,405	26,854,521	25,763,456	24,710,565	25,819,171	25,599,011		
Balance Sheet Adjustments	5,339	65,377	(16,529)	(17,880)	86,958	25,630	145,796	127,548	12,098	25,776	(23,127)			
Ending Cash Balance	25,730,115	25,178,805	24,816,422	23,386,727	25,584,364	26,364,405	26,854,521	25,763,456	24,710,565	25,819,171	25,599,011	-		

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

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

Period Ending: Nov-23

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-	7,908,411	806,355	917,139	4,809,047	776,807	-	15,217,760	15,677,193	97%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-	739,834	106,943	30,682	617,652	426,949	-	1,922,059	1,841,409	104%
	OTHER TAXES TOTAL		-	-	-	-	-	-	8,648,245	913,298	947,821	5,426,700	1,203,756	-	17,139,819	17,518,602	98%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,157,380	1,134,252	1,246,328	954,992	947,436	1,063,989	1,106,303	1,174,733	1,162,413	1,103,324	1,299,459	-	12,350,609	13,501,160	91%
var	STATE SALES TAX	var	1,168,660	1,127,485	1,289,943	1,033,077	1,002,240	1,144,522	1,152,092	1,222,864	1,200,298	1,154,653	1,242,689	-	12,738,524	14,061,840	91%
	OTHER TAXES TOTAL		2,326,039	2,261,737	2,536,272	1,988,069	1,949,677	2,208,510	2,258,395	2,397,597	2,362,711	2,257,977	2,542,149	-	25,089,133	27,563,000	91%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	6,002,307	612,006	696,088	3,649,959	589,579		11,549,938	11,940,000	97%
301106	MOBILE HOME PRIVELEGE TAX	10							-	-	-	-	-		-	14,000	0%
301201	STATE SALES TAX	10	1,155,830	1,114,655	1,277,113	1,020,247	989,410	1,131,692	1,139,262	1,210,034	1,187,468	1,141,823	1,229,859	-	12,597,394	13,914,000	91%
301202	TELEPHONE UTILITY TAX	10	100,718	101,222	121,496	107,186	89,187	93,766	89,855	94,549	91,316	91,984	114,953	-	1,096,232	1,183,000	93%
301203	FOOD & BEVERAGE TAX	10	349,168	310,308	314,152	344,283	356,811	348,084	362,797	361,840	356,626	336,711	343,975	-	3,784,756	3,997,000	95%
301204	HOTEL AND MOTEL TAX	10	71,531	89,816	74,851	111,415	78,123	114,607	112,386	124,206	159,762	142,033	116,698	-	1,195,429	1,152,000	104%
301205	LOCAL SALES TAX	10	1,142,635	1,119,507	1,231,583	940,247	932,691	1,049,244	1,091,558	1,159,988	1,147,668	1,088,579	1,269,969	-	12,173,669	13,334,000	91%
301206	AVIATION FUEL TAX	10	1,191	2,212	1,079	876	2,697	2,545	2,502	2,493	2,415	1,836	2,717	-	22,561	8,000	282%
301207	LOCAL USE TAX	10	253,475	267,197	323,206	226,274	208,488	257,890	215,778	213,410	160,202	225,763	214,136	-	2,565,819	3,020,000	85%
301208	AUTO RENTAL TAX	10	4,404	4,341	4,686	4,405	3,906	5,926	4,574	5,484	5,364	5,491	5,164	-	53,743	48,000	112%
301209	UTILITY TAX - ELECTRIC & GAS	10	494,772	511,814	459,507	411,867	357,677	307,264	273,044	277,163	319,748	310,248	291,359	-	4,014,463	5,337,000	75%
301210	VIDEO GAMING TAX	10	187,712	194,632	192,027	196,183	233,599	208,034	214,828	191,592	196,948	188,283	190,493	-	2,194,332	2,386,000	92%
301302	CABLE TV TAX	10	11,674	228,468	-	-	241,582	-	10,736	224,680	-	10,312	215,736	-	943,187	1,034,000	91%
	Sub Total		3,773,110	3,944,173	3,999,700	3,362,983	3,494,170	3,519,050	9,519,626	4,477,444	4,323,606	7,193,022	4,584,639	-	52,191,524	57,367,000	91%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	2,484	-	41,670	3,185	3,172	-	-	413	-	2,125	-	-	53,050	56,000	95%
302104	STATE REPLACEMENT TAX	10	538,022	-	266,524	423,429	687,006	-	555,414	89,547	-	460,361	-	-	3,020,303	2,000,000	151%
302105	STATE INCOME TAX	10	1,049,580	1,037,782	614,640	989,236	1,696,424	795,466	1,059,801	696,542	632,222	1,222,083	823,188	-	10,616,964	11,874,000	89%
302106	FEDERAL GRANTS	10	-	-	-	-	-	-	-	-	-	8,840	-	-	8,840	350,000	3%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	315,000	0%
302114	POLICE OT REIMBURSEMENTS	10	2,821	16,566	8,473	3,372	5,420	543	1,854	10,082	462	3,034	2,876	-	55,504	89,000	-
302121	CANNABIS TAX	10	8,951	8,922	8,729	10,073	8,504	8,686	8,943	9,531	8,389	8,644	8,788	-	98,160	119,000	1%
302126	OPIOID TREATMENT FUNDING	10	-	-	50,000	-	-	-	-	-	-	-	-	-	-	-	-
308879	ADDI REIMBURSEMENT	10	480	110	-	512	-	-	-	-	-	-	-	-	1,102	-	-
	Sub Total		1,602,338	1,063,380	990,036	1,429,807	2,400,526	804,696	1,626,012	806,116	641,073	1,705,087	834,851	-	13,853,923	14,803,000	94%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	171,795	-	1,889,745	2,062,116	92%
303608	RISK & EE BENEFIT SERVICES	10	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	19,734	-	217,074	252,600	86%
303621	ADMIN SERVICES	10	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	188,066	-	2,068,726	2,423,500	85%
303622	PUBLIC WORKS SERVICES	10	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	143,053	-	1,573,583	1,646,000	96%
303626	BLDG INSPECTION SERVICES	10	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	-	114,125	100,000	114%
303628	SEWER FUND-EPA	10	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	31,334	-	344,674	371,688	93%
306700	IT SERVICES	10	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	83,924	-	923,164	1,021,700	90%
306707	CDBG PERSONNEL/EXP REIMB	10	43,191	40,601	42,746	17,618	21,723	30,888	15,978	7,622	137,472	31,741	32,343	-	421,924	410,000	103%
306751	HOME PERSONNEL/EXP REIMB	10	1,669	2,079	1,414	849	903	2,479	1,725	1,348	1,469	569	-	-	14,504	50,000	29%
306753	DUATS PERSONNEL/EXP REIMB	10	-	33,631	-	-	-	-	23,632	-	-	-	-	-	57,262	200,000	29%
306762	TRANSFER FROM COM. GRANTS	10	7,348	8,958	7,356	4,023	11,912	8,636	190,959	17,046	10,182	9,452	10,506	-	286,378	125,000	229%
	Sub Total		700,490	733,550	699,797	670,770	682,819	690,284	880,575	674,297	797,404	690,044	691,131	-	7,911,160	8,662,604	91%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	380	1,235	670	300	2,570	1,240	1,265	490	545	1,867	1,435	-	11,997	15,000	80%
304302	GARBAGE HAULERS	10	1,000	-	-	-	-	-	-	-	-	-	800	-	1,800	22,000	8%
304303	CONTRACTOR LICENSES	10	4,550	1,550	1,200	1,127	1,425	875	850	575	3,475	1,925	1,200	-	18,752	28,000	67%
304304	LIQUOR LICENSES	10	-	250	3,677	100	143,125	330,921	26,953	2,055	400	2,665	-	-	510,146	531,000	96%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES	10	5,960	6,461	4,186	3,914	1,444	177	910	(1,479)	4,695	17,393	152,460	-	196,122	371,000	53%
304401	BUILDING PERMITS	10	15,078	40,376	39,226	42,114	38,099	53,763	57,461	76,096	68,484	121,995	89,858	-	642,550	1,250,000	51%
304402	PIER PERMITS	10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total		27,033	49,872	48,960	47,556	186,663	386,975	87,439	77,737	77,599	145,845	245,753	-	1,381,432	2,257,000	61%

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

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

Period Ending: Nov-23

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	374	223	298	299	789	421	347	298	481	512	1,641	-	5,682	4,000	142%
303302	PARKING LOT 1	10	1,441	1,293	1,389	1,339	1,388	764	1,920	1,509	1,321	722	1,430	-	14,515	13,000	112%
303306	PARKING LOT 10	10	537	644	712	436	506	303	626	479	351	254	436	-	5,284	5,000	106%
303308	GARAGE C	10	7,325	1,367	1,470	670	1,580	1,863	13,549	1,549	2,312	925	1,815	-	34,425	28,000	123%
303310	RESIDENTIAL PARKING	10	900	480	300	540	420	120	120	1,260	60	60	60	-	4,320	4,000	108%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,417	1,243	2,102	1,225	1,053	2,607	1,203	1,517	1,810	1,555	1,224	-	16,954	20,000	85%
304490	ADMIN COURT FINES	10	2,418	2,620	3,689	3,400	4,998	13,320	13,076	11,353	6,279	7,482	5,833	-	74,467	68,000	110%
305500	ADMINISTRATIVE COURT FEES	10	2,108	1,569	1,835	2,656	1,755	4,040	4,930	2,783	2,227	2,505	2,812	-	29,220	32,000	91%
305501	COURT FINES	10	15,557	12,810	15,026	17,669	12,424	16,847	16,989	11,046	14,250	13,812	14,987	-	161,416	147,000	110%
305502	BOOT FEE	10	70	35	140	385	140	210	245	245	70	35	280	-	1,855	2,000	93%
305503	WEED CUTTING FEES	10	4,899	1,026	1,833	7,974	3,152	5,623	3,965	5,083	6,542	4,272	2,593	-	46,962	42,000	112%
305505	ILLEGAL USE OF VEHICLE	10	32,550	34,525	44,025	23,775	28,000	31,795	24,750	30,790	26,500	25,595	30,955	-	333,260	227,000	147%
305506	OVERTIME PARKING FEES	10	5,616	7,116	8,559	9,452	10,031	10,313	6,791	10,177	6,814	6,948	7,906	-	89,722	110,000	82%
305507	VARIANCE AND ZONING	10	-	250	250	300	150	-	140	250	590	-	310	-	2,240	3,000	75%
305513	OTHER FINES AND FEES	10	8,134	6,946	7,404	8,947	5,283	4,721	5,134	5,739	7,754	8,370	5,760	-	74,193	64,000	116%
305516	PET CITATIONS	10	217	9,249	3,696	3,483	5,890	2,954	11,065	1,113	2,445	10,200	2,335	-	52,647	68,000	77%
305520	TRASH & CLEAN UP FINES	10	4,986	4,930	7,947	3,356	9,922	6,586	3,644	4,214	6,171	52	(52)	-	51,755	78,000	66%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	7,135	2,642	-	9,777	-	-
Sub Total			88,550	86,325	100,675	85,906	87,479	102,486	108,493	89,404	85,976	90,432	82,967	-	1,008,694	915,000	110%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	22,284	23,672	24,385	14,423	19,327	19,226	21,479	23,204	20,772	22,207	21,084	-	232,063	200,000	116%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141	INVESTMENT INCOME	10	-	-	-	-	22,499	22,373	16,075	40,265	17,139	31,396	43,485	-	193,232	4,000	4831%
Sub Total			22,284	23,672	24,385	14,423	41,826	41,599	37,553	63,469	37,912	53,603	64,568	-	425,295	205,500	207%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	76,759	-	844,353	921,000	92%
303415	PROFESSIONAL STANDARDS	10	-	-	-	3,422	-	-	-	-	-	-	-	-	3,422	5,700	60%
303510	ELECTRIC AGGREGATION ADMIN	10	4	3	2	-	-	-	-	24,700	-	-	-	-	24,709	35,000	71%
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	10	-	27,072	-	-	-	-	-	40,000	68%
308810	DAMAGE TO CITY PROPERTY	10	78,476	110	3,306	87	15,760	-	54,485	977	-	3,773	29,182	-	186,156	43,000	433%
308814	INVENTORY REIMBURSEMENTS	10	1,299	1,230	-	(226)	955	-	101	-	-	(68)	1,377	-	4,669	-	-
308870	DONATIONS	10	-	-	-	-	-	175,000	-	-	-	-	-	-	175,000	175,000	100%
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	22	3,031	-	-	-	69	22	42	-	25	-	3,211	5,000	64%
308898	BANK RECONCILIATION ADJ	10	-	(451)	-	(9,265)	(3,836)	297	(0)	(480)	0	-	-	-	(13,735)	9,000	-153%
308899	MISCELLANEOUS INCOME	10	3,670	9,116	6,169	22,178	5,691	1,555	3,754	9,362	3,730	2,448	2,742	-	70,415	20,000	352%
Sub Total			160,209	86,788	89,268	92,956	95,329	253,622	135,168	138,891	80,052	82,913	110,085	-	1,325,281	1,266,896	105%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	13,502	-	-	-	-	-	13,502	17,000	79%
302404	POLICE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	100,866	-	-	-	-	100,866	-	-
Sub Total			-	-	-	-	-	-	13,502	100,866	-	-	-	-	114,368	17,000	673%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	250,642	-	-	-	-	-	-	250,642	-	-	-	501,284	42,000	1194%
310010	FIRE PROGRAMS	10	80	17,312	160	180	603	160	7,475	-	4,720	-	1,700	-	32,390	496,000	7%
Sub Total			80	267,954	160	180	603	160	7,475	-	255,362	-	1,700	-	533,674	538,000	99%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	1,790	433	-	-	-	3,900	-	50	1,300	2,300	2,700	-	12,473	16,000	78%
305514	POLICE RECORDS	10	2,521	1,814	1,426	1,798	1,918	1,557	1,965	1,648	1,257	1,449	2,679	-	20,032	19,000	105%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Sub Total			4,311	2,246	1,426	1,798	1,918	5,457	1,965	1,698	2,557	3,749	5,379	-	32,505	85,000	38%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	207,135	24,762	27,757	128,091	13,214	-	400,958	384,000	104%
Sub Total			-	-	-	-	-	-	207,135	24,762	27,757	128,091	13,214	-	400,958	384,000	104%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	34,526	-	-	34,526	-	-	-	-	37,030	37,030	-	-	143,112	131,000	109%
Sub Total			34,526	-	-	34,526	-	-	-	-	37,030	37,030	-	-	143,112	131,000	109%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	36,838	24,770	48,221	31,647	47,637	30,012	50,033	46,973	39,366	47,063	92,747	-	495,307	550,000	90%
303606	WATER STREET CUTS	10	29,361	27,251	-	31,053	27,268	-	36,122	37,534	22,144	17,028	-	-	227,761	255,000	89%
Sub Total			66,199	52,021	48,221	62,699	74,905	30,012	86,155	84,508	61,510	64,090	92,747	-	723,068	805,000	90%
General Fund Total			6,479,130	6,309,981	6,002,627	5,803,605	7,066,238	5,834,342	12,711,098	6,539,192	6,427,839	10,193,908	6,727,034	-	80,044,995	87,437,000	92%

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

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Period Ending: Nov-23

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																	
various	COMMUNITY GRANT	16	1,148	-	-	-	10,000	-	-	-	40,000	-	49,039	-	100,187	138,000	73%
various	HOME PROGRAM	17	38,168	1,321	11,767	20,739	1,155	21,338	37,466	19,127	2,714	189,887	854	-	344,537	1,436,000	24%
various	CDBG	18	61,595	3,590	110,281	41,737	209	72,810	18,420	17,372	151,392	44,417	37,339	-	559,161	2,679,188	21%
various	OLDE TOWNE TIF	19	176	183	168	102	545	319	506,162	60,538	31,155	439,162	96,303	-	1,134,813	1,067,653	106%
various	WABASH CROSSING TIF	21	1,457	1,516	1,392	847	3,102	3,000	20,184	6,770	2,244	14,816	333,983	-	389,312	346,753	112%
various	DUATS	22	24	96,715	49	25	95	51	98,231	165	73	60,800	153	-	256,381	421,000	61%
various	EASTGATE TIF	23	18,909	18,929	18,927	18,866	19,346	19,092	76,608	65,201	19,619	75,523	31,326	-	382,347	379,131	101%
various	SOUTHSIDE TIF	24	133	138	127	77	296	273	49,780	508	305	3,448	619	-	55,704	51,103	109%
various	STATE DRUG ENFORCEMENT	25	35,126	19,977	353	12,166	399	63,383	291	392	1,316	518	25,765	-	159,687	103,500	154%
various	DUI COURT FINES	26	6,134	4,946	4,598	6,323	4,402	5,241	445	7,870	6,764	5,219	5,605	-	57,546	107,100	54%
various	POLICE PROGRAMS/LAB	27	147	139	218	78	293	482	238	522	346	554	488	-	3,504	1,800	195%
various	PINES SHOPPING CENTER TIF	28	3,158	3,163	3,159	3,129	3,242	3,173	43,103	3,258	3,182	43,231	5,435	-	117,233	114,208	103%
various	GRAND & OAKLAND TIF	29	5,895	5,906	5,897	5,840	6,060	6,085	75,793	6,413	6,158	75,735	8,754	-	208,535	205,561	101%
various	FEDERAL DRUG ENFORCEMENT	30	178	100,256	238	144	218	209	225	75,796	264	278	262	-	178,069	85,200	209%
various	BUILDING FUND	34	51,868	201,843	51,784	51,490	52,010	652,672	52,464	53,253	52,290	52,690	52,856	-	1,325,219	739,583	179%
various	LIBRARY OPERATIONS	35	210,557	48,941	132,834	194,372	265,207	55,084	1,853,645	258,177	233,266	1,123,676	209,482	-	4,585,242	5,551,754	83%
various	BAND	36	1,090	2,438	2,654	1,064	1,173	1,147	36,910	4,704	5,111	22,119	4,605	-	83,014	83,040	100%
various	FOREIGN FIRE INSURANCE	37	269	247	248	248	343	305	276	295	278	200,670	622	-	203,802	185,550	110%
various	PEG PROJECTS	40	2,419	11,459	81	48	13,408	143	2,242	10,749	100	2,210	10,353	-	53,213	68,543	78%
various	LOCAL STREETS & ROADS	42	154,526	143,323	138,563	150,445	147,736	164,477	169,309	153,454	155,922	150,494	152,397	-	1,680,647	1,840,000	91%
various	2018 PROJECT FUND	44	410	299	158	95	1,398	-	-	-	-	-	-	-	2,359	770	306%
various	CAPITAL STREET PROJECTS	45	31	356,191	38	18	77,239	87	40	11,048	3,022,226	4,114	4,523	-	3,475,555	3,330,000	104%
various	MFT PROJECTS	46	279,706	225,330	257,856	221,982	264,101	270,145	272,311	267,007	343,873	289,045	263,331	-	2,954,685	4,381,500	67%
various	DEBT SERVICE	50	18,006	1,834,573	18,340	17,857	20,003	19,551	357,017	56,084	58,954	226,530	54,082	-	2,680,998	2,669,449	100%
various	LIBRARY CAPITAL	58	763	741	681	414	1,359	1,528	1,276	2,078	1,153	1,576	1,862	-	13,431	950,700	1%
various	LIBRARY TRUST FUNDS	59	376	119	407	193	505	111	1,065	455	306	507	1,571	-	5,615	9,000	62%
various	FLEET MAINTENANCE	60	291,784	276,599	286,437	267,139	272,986	220,805	309,944	270,090	270,784	269,424	268,446	-	3,004,437	3,246,884	93%
various	EQUIPMENT REPLACEMENT	61	(678)	20,911	(829)	2,054,081	12,463	1,446	976,055	2,834	4,203	17,430	1,035,072	-	4,122,988	4,250,500	97%
various	RISK MANAGEMENT	64	339,848	340,190	351,294	339,147	343,672	343,590	342,999	347,833	355,753	345,435	347,047	-	3,796,807	4,059,600	94%
various	EMPLOYEE BENEFIT	65	897,060	956,986	1,303,554	907,427	943,500	953,173	925,670	1,330,285	893,771	918,799	943,519	-	10,973,743	13,316,273	82%
various	PUBLIC TRANSIT	70	2,364,699	67,739	1,029,465	79,087	1,050,822	591,545	2,919,592	83,742	92,100	64,377	2,756,508	-	11,099,677	17,973,575	62%
various	FIBER OPTICS	77	7,735	383,744	7,429	1,952	104,525	8,358	6,108	14,585	5,797	10,747	6,684	-	557,662	500,550	111%
various	STORMWATER PROJECTS	78	129,878	224,633	131,518	149,011	181,133	122,370	128,610	130,553	112,856	179,237	162,480	-	1,652,279	1,928,969	86%
various	SEWER PROJECTS	79	642,339	628,425	682,108	576,550	316,822	1,004,083	651,652	687,090	679,785	731,326	606,042	-	7,206,222	7,018,000	103%
various	WATER	80	2,640,715	2,699,728	2,612,198	2,645,190	2,849,636	2,864,654	3,109,016	3,244,316	3,013,203	2,822,193	2,869,991	-	31,370,840	33,408,669	94%
various	WATER CAPITAL	81	11,919	351,006	10,376	1,016,121	24,906	36,666	2,018,268	78,441	18,700	27,112	2,172,080	-	5,765,595	5,500,000	105%
various	DCDF	82	1,518	1,524	1,548	1,556	1,649	1,641	1,647	1,674	1,666	1,701	1,682	-	17,805	18,000	99%
various	COMMUNITY REVITALIZATION	84	11,676	12,319	9,473	5,763	15,950	17,241	13,280	20,810	146,821	524,411	58,265	-	836,009	1,073,420	78%
various	GRANTS	85	116	121	494,025	268	407	324	285	288	218,936	80,297	237	-	795,306	6,100,000	13%
various	RECYCLING	88	56,771	53,264	68,224	55,736	67,575	45,240	67,562	56,399	44,746	62,578	53,109	-	631,204	725,000	87%
various	WATER BOND FUND	89	40,532	20,046	59,380	72,802	94,476	71,845	117,355	54,338	9,332	13,431	11,567	-	565,101	-	-
various	FIRE PENSION	90	(2,153,754)	5,022,249	(2,137,029)	1,941,522	1,066,487	(912,280)	3,306,422	6,151,778	(1,376,550)	(1,151,594)	(1,869,321)	-	7,887,929	9,850,556	80%
various	POLICE PENSION	91	(1,985,934)	5,960,004	(2,347,416)	1,760,863	1,227,353	(1,288,247)	6,752,955	3,586,870	(1,930,304)	(1,551,193)	(2,407,905)	-	7,777,046	13,410,684	58%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total Revenues			10,667,622	26,411,753	9,325,199	18,426,118	16,534,445	11,277,500	38,032,017	23,682,356	13,128,449	16,586,837	15,094,144	-	199,116,439	236,763,766	84%

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

[home](#)

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

Assessed Value Year
Pay Year

2022
2023
Final

note	Tax Levy Item	Fund	Net Assessed Value	input	input	input	Billed
				Tax Rate	Tax Levy \$ Amount	Extension \$ Amount	
			certified	certified	ordinance	certified	certified
	General Obligation Bond Debt	50	946,457,554	0.06910%	653,928.00	654,002.20	654,002.20
	General Purpose	10	946,457,554	0.00000%	-	-	-
	Fire Pension	10	946,457,554	0.64451%	6,100,000.00	6,100,013.88	6,100,013.88
	Police Pension	10	946,457,554	0.58429%	5,530,000.00	5,530,057.11	5,530,057.11
	City Library	35	946,457,554	0.31407%	2,972,500.00	2,972,539.38	2,972,539.38
	Municipal Band	36	946,457,554	0.00705%	66,700.00	66,725.26	66,725.26
	Public Transit	70					
	xxxxx	xx					
1	Total City		946,457,554	1.61902%	15,323,128.00	15,323,337.83	15,323,337.83
			ok	ok	ok	ok	ok
	TIF District (tax code district)		AV Increment Value	input	input	input	Billed
			certified	Tax Rate	AV Increment \$ Amount	Extension \$ Amount	\$ Amount
			certified	certified		certified	certified
	ZTF3 Pines TIF (4062)	28	781,248	10.22725%	79,900.19	79,900.19	79,900.19
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	10.22725%	1,158,421.48	1,158,424.28	1,158,424.28
	ZTF6 Near North TIF (4455)	21	3,531,077	10.22725%	361,132.07	361,132.88	361,132.88
	ZTF8 Eastgate TIF (9543)	23	1,684,970	9.50894%	160,222.79	160,222.88	160,222.88
	ZTF0 Grand & Oakland (4062)	29	1,361,874	10.22725%	139,282.26	139,282.27	139,282.27
	ZTFA SS Redevelopment (xxxx)	24	517,439	10.14981%	52,519.08	52,519.08	52,519.08
	xxxxx	xx	-	0.00000%	-	-	-
2	Redevelopment TIF		19,203,421		1,951,477.87	1,951,481.58	1,951,481.58
			ok		ok	ok	ok
	Total Property Tax Levy				17,274,605.87	17,274,819.41	17,274,819.41

3

Note(s)

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

Prepared By:
Office of the City Treasurer

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

home

Assessed Value Year
Pay Year
2022
2023
In Process

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

Note(s)

Footnote (Not a part of City Tax Levy)	Distribution 1 7/14/2023	Distribution 2 8/17/2023	Distribution 3 9/15/2023	Distribution 4 10/18/2023	Distribution 5 11/16/2023	Distribution 6 11/20/2023	Distribution 7 xx/xx/2023	Total Distribution
Decatur Road & Bridge Tax Distribution	207,134.74	24,761.96	27,757.40	128,090.88	12,510.92	702.59	-	400,958.49
Total County Distribution to Civil City	8,115,545.39	831,117.41	944,896.44	4,937,138.14	776,404.67	13,616.29	-	15,618,718.34
	xx	xx	xx	xx	xx	xx	xx	
Footnote (Not a part of City Tax Levy)								
Decatur Mobile Home Privilege Tax Distribution	-	-	-	-	-	-	-	-
Distribution to City including TIF & Mobile Home	8,855,379.40	938,060.05	975,578.15	5,554,790.41	1,203,353.33	13,616.29	-	17,540,777.63
	xx	xxxxx	xx	xx	xx	xx	xx	
GO Bond Debt	50-43500-301103	550.78	ZTF3 Pines TIF (4062)	28-43281-301103	-			
General Purpose	10-0231-301103	(0.21)	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-			
Fire Pension	10-0231-301103	5,140.97	ZTF6 Near North TIF (4455)	21-43210-301103	-			
Police Pension	10-0231-301103	4,660.50	ZTF8 Eastgate TIF (9543)	23-43230-301103	-			
City Library	35-59350-301103	2,505.25	ZTF0 Grand & Oakland (xx)	29-43291-301103	-			
Municipal Band	36-43360-301103	56.41	ZTFA SS Redevelopment (xx)	24-43241-301103	-			
		xxxxx	xx	-	-			
reconciliation of receipts and recording								
agree w/row 18								12,913.70 ok
agree w/row 27								- ok
agree w/row 43								702.59 ok
agree w/row 48								- ok
test s/b "0"								-

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Nov-23

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010 LEGISLATIVE	10		2,791	13,296	4,199	3,172	2,826	2,905	2,820	6,027	2,738	4,224	3,561	-	48,560	64,463	64,463	75%
015 EXECUTIVE	10		72,183	54,152	82,419	58,666	57,216	58,347	56,757	91,841	57,191	59,820	61,679	-	710,272	770,672	770,672	92%
016 HUMAN RESOURCES	10		45,270	45,750	69,813	48,608	47,700	52,816	51,027	67,890	45,217	67,057	59,097	-	600,245	623,556	623,556	96%
017 INFORMATION TECHNOLOGIES	10		109,915	128,607	134,022	334,398	135,244	307,715	188,160	284,021	87,665	84,004	118,269	-	1,912,019	2,052,613	2,052,613	93%
018 DATA & COMMUNICATIONS	10		22,224	38,806	38,201	24,451	23,618	24,093	35,984	45,578	31,281	27,451	217,722	-	529,408	526,284	526,284	101%
020 LEGAL	10		103,406	76,105	99,237	66,262	77,676	59,913	67,567	99,740	75,973	69,232	84,525	-	879,638	1,014,417	1,114,417	79%
035 FINANCE	10		127,595	113,476	165,517	115,319	188,014	128,493	139,595	253,756	157,960	162,800	190,905	-	1,743,431	1,764,361	1,914,361	91%
037 PURCHASING	10		16,202	16,561	33,737	17,296	15,221	14,997	14,757	27,566	15,095	15,806	15,947	-	203,185	214,114	214,114	95%
038 CIVIC CENTER	10		54,216	17,185	50,719	(165)	53,460	33,951	62,809	43,252	47,148	47,340	41,960	-	451,876	558,760	558,760	81%
039 CITY GENERAL ADMINISTRATIVE	10		648,568	2,481,673	58,204	2,067,500	178,814	124,534	1,190,589	269,167	16,195	72,084	1,214,534	-	8,321,861	11,106,750	11,081,750	75%
040 CENTRAL BUSINESS DISTRICT	10		2,291	3,136	74,338	26,756	47,788	41,448	37,317	21,944	34,257	67,727	30,324	-	387,325	407,500	407,500	95%
Sub Total			1,204,660	2,988,748	810,406	2,762,264	827,578	849,212	1,847,382	1,210,781	570,720	677,545	2,038,524	-	15,787,821	19,103,490	19,328,490	82%
Community & Economic Development Services																		
050 PLANNING & SUSTAINABILITY	10		43,529	56,989	92,826	41,240	44,304	36,848	47,508	59,451	35,539	41,678	38,327	-	538,238	682,245	682,245	79%
052 BUILDING INSPECTIONS	10		61,371	62,316	96,606	66,736	66,454	64,072	66,252	94,463	64,917	66,559	64,017	-	773,763	830,764	830,764	93%
053 NEIGHBORHOOD INSPECTIONS	10		69,650	73,744	105,330	139,537	144,828	183,570	154,087	205,383	174,747	160,022	79,910	-	1,490,809	1,666,078	1,666,078	89%
054 REVITALIZATION & HOUSING	10		44,282	45,288	68,294	44,845	44,391	40,968	39,316	63,008	40,007	91,054	45,041	-	566,494	734,545	734,545	77%
055 ECONOMIC DEVELOPMENT	10		70,000	3,100	53	-	-	84,356	-	-	32,400	-	21,195	-	211,104	373,907	373,907	56%
Sub Total			288,832	241,438	363,109	292,358	299,977	409,815	307,163	422,304	347,609	359,313	248,490	-	3,580,408	4,287,539	4,287,539	84%
Public Safety																		
065 POLICE	10		2,458,290	1,864,157	2,608,030	2,162,887	1,860,826	1,918,825	5,022,879	2,885,012	2,380,934	3,988,488	2,113,876	-	29,264,203	32,097,738	32,562,738	90%
070 FIRE	10		1,192,135	1,097,502	1,607,985	1,200,791	1,192,950	1,142,877	4,337,780	2,147,897	3,404,098	3,215,314	1,646,841	-	22,186,171	22,735,698	22,735,698	98%
Sub Total			3,650,425	2,961,659	4,216,015	3,363,677	3,053,776	3,061,703	9,360,658	5,032,909	5,785,032	7,203,802	3,760,717	-	51,450,373	54,833,436	55,298,436	93%
Public Works																		
080 PUBLIC WORKS ADMIN	10		26,750	26,309	36,941	29,930	28,435	30,838	31,563	41,805	31,006	31,568	33,419	-	348,562	531,699	531,699	66%
082 ENGINEERING	10		91,327	86,040	138,130	97,069	105,872	102,591	118,313	163,335	98,437	104,478	102,000	-	1,207,591	1,408,068	1,408,068	86%
083 MUNICIPAL SERVICES	10		416,508	385,976	476,287	363,055	369,834	373,065	410,638	545,708	379,449	371,024	384,974	-	4,476,517	5,260,111	5,260,111	85%
084 STREETS	10		103,032	89,136	93,798	105,060	102,186	91,147	102,648	93,913	94,164	108,195	96,512	-	1,079,793	1,262,881	1,262,881	86%
086 TRAFFIC & PARKING	10		111,345	109,397	127,913	150,915	122,905	102,401	132,760	174,343	122,406	192,946	194,335	-	1,541,666	1,361,493	1,361,493	113%
088 LAND & BUILDING MGMT	10		41,613	37,966	85,883	51,091	44,996	59,159	55,652	72,708	49,515	62,207	65,096	-	625,887	813,283	813,283	77%
Sub Total			790,575	734,823	958,951	797,120	774,228	759,201	851,575	1,091,811	774,979	870,418	876,336	-	9,280,016	10,637,535	10,637,535	87%
General Fund Expenditure Total			5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	12,366,778	7,757,805	7,478,339	9,111,078	6,924,067	-	80,098,619	88,862,000	89,552,000	89%
Community & Economic Development																		
16 COMMUNITY GRANT	16		266	-	249	40,000	-	-	1,190	29,451	15,902	680	604	-	88,342	138,000	138,000	64%
17 HOME PROGRAM	17		36,977	5,936	4,956	19,845	17,561	19,877	19,155	16,621	1,577	9,589	-	-	152,095	1,225,875	1,225,875	12%
18 CDBG PROGRAM	18		64,159	46,478	66,835	39,300	39,816	36,744	19,545	22,574	149,352	35,555	37,119	-	557,478	2,666,797	2,666,797	21%
22 DUATS	22		9,699	42,943	23,115	503	10,728	22,101	47,676	15,705	15,392	29,005	5,384	-	222,250	421,000	421,000	53%
70 PUBLIC TRANSIT	70		645,842	785,791	844,929	784,251	774,853	901,525	786,074	396,798	1,372,272	836,006	773,454	-	8,901,796	17,446,823	17,446,823	51%
82 DCF	82		631	11	2,776	79	9	3,198	91	11	21	16	11	-	6,852	174,700	174,700	4%
84 COMMUNITY REVITALIZATION	84		144,968	335,511	592,508	514,927	223,999	304,661	1,270,693	830,175	814,145	1,086,296	704,131	-	6,822,014	9,550,000	9,385,000	73%
88 RECYCLING	88		78,363	44,709	75,767	71,368	91,137	45,118	95,199	70,524	44,730	71,772	93,225	-	781,913	592,185	592,185	132%
Sub Total			980,906	1,261,379	1,611,133	1,470,273	1,158,104	1,333,225	2,239,623	1,381,858	2,413,391	2,068,919	1,613,928	-	17,532,740	32,215,380	32,050,380	55%
Redevelopment & TIF																		
19 OLDE TOWNE TIF	19		-	-	-	-	-	59,437	-	-	-	-	983,503	-	1,042,939	1,078,386	1,078,386	97%
21 WABASH CROSSING TIF	21		-	-	-	-	-	-	-	4,083	827,166	-	-	-	831,249	346,753	346,753	240%
23 EASTGATE TIF	23		-	-	-	-	-	111,098	-	-	-	-	245,045	-	356,143	350,000	350,000	102%
24 SOUTHSIDE TIF	24		-	-	-	-	-	-	-	-	-	-	12,343	-	12,343	51,103	51,103	24%
28 PINES SHOPPING CENTER TIF	28		-	-	-	-	-	113,760	-	-	-	-	-	-	113,760	110,000	110,000	103%
29 GRAND & OAKLAND TIF	29		-	-	-	-	-	-	-	-	-	-	170,455	-	170,455	205,561	205,561	83%
Sub Total			-	-	-	-	-	284,295	-	4,083	827,166	-	1,411,345	-	2,526,889	2,141,803	2,141,803	118%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Nov-23

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,842	11,200	-	318	10,245	125	10,889	-	505	10,921	12,200		59,246	100,000	100,000	59%
26	DUI COURT FINES	26	456	1,497	1,682	2,744	177	12,550	19,775	12,971	861	3,754	(103)		56,365	104,000	104,000	54%
27	POLICE PROGRAMS/LAB	27	-	-	-	-	-	1,821	578	-	-	-	-		2,399	25,000	25,000	10%
30	FEDERAL DRUG ENFORCEMENT	30	-	-	2,100	756	-	1,010	16,886	13,106	-	-	-		33,858	85,000	85,000	40%
37	FOREIGN FIRE INSURANCE	37	17,435	26,191	29,146	13,558	7,517	38,111	4,464	4,298	975	25,961	40,561		208,216	185,550	185,550	112%
Sub Total			20,733	38,887	32,928	17,376	17,938	53,617	52,592	30,375	2,341	40,636	52,658	-	360,083	499,550	499,550	72%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	74,287	-	224,438	500	-	1,100,137	-	2,711,731	2,707,230	2,707,230	100%
Sub Total			-	1,312,369	-	-	-	74,287	-	224,438	500	-	1,100,137	-	2,711,731	2,707,230	2,707,230	100%
Public Works																		
42	LOCAL MFT PROJECTS	42	523	558,482	-	34,660	-	65,147	4,998	554,547	912	17,248	302,617	-	1,539,133	3,179,971	3,179,971	48%
44	2018 PROJECT FUND	44	-	341,222	-	7,364	8,758	381,616	11,662	350	4,687	-	-	-	755,659	900,000	900,000	84%
45	CAPITAL PROJECTS	45	33,751	323,737	4,630	23,169	25,867	33,131	25,121	6,381	5,000	5,000	144,079	-	629,866	3,330,000	3,330,000	19%
46	STATE MFT PROJECTS	46	348,449	33,433	339,760	31,647	57,667	1,026,914	49,920	143,296	1,304,661	91,816	92,747	-	3,520,309	5,943,154	5,943,154	59%
60	FLEET OPERATIONS	60	169,124	238,868	222,260	199,783	228,361	222,571	193,308	264,823	207,597	215,104	248,238	-	2,410,037	3,117,421	3,117,421	77%
61	EQUIPMENT REPLACEMENT	61	115,475	282,130	318,201	933,744	249,819	227,926	91,985	87,468	532,971	1,454	393,933	-	3,235,105	5,252,000	5,252,000	62%
78	STORM WATER PROJECTS	78	84,904	66,121	135,294	108,083	202,229	113,539	115,478	96,272	70,398	71,040	325,481	-	1,388,839	3,092,392	3,092,392	45%
79	SEWER PROJECTS	79	974,785	649,208	735,395	597,707	208,989	351,732	374,062	896,792	811,112	251,270	257,051	-	6,108,103	14,452,128	14,452,128	42%
Sub Total			1,727,011	2,493,202	1,755,540	1,936,157	981,690	2,422,576	866,534	2,049,928	2,937,337	652,931	1,764,146	-	19,587,053	39,267,066	39,267,066	50%
Library																		
35	LIBRARY OPERATIONS	35	316,724	319,475	441,279	306,999	310,813	344,146	355,444	473,838	393,709	332,528	375,319	-	3,970,275	5,518,850	5,518,850	72%
58	LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	208,641	-	129,455	-	-	479,576	1,250,000	1,250,000	38%
59	LIBRARY TRUST FUNDS	59	1,206	269	744	2,183	1,378	1,446	6,610	8,871	6,209	2,662	6,615	-	38,191	120,000	120,000	32%
Sub Total			459,410	319,744	442,023	309,182	312,191	345,592	362,054	691,350	399,918	464,645	381,934	-	4,488,043	6,888,850	6,888,850	65%
Internal Service and Other																		
34	BUILDING FUND	34	71,840	171,036	250,492	163,885	70,923	89,668	322,199	146,272	67,909	61,811	128,960	-	1,544,995	871,923	871,923	177%
36	BAND	36	2,048	636	217	1,847	216	21,983	29,747	29,427	1,606	7,739	1,037	-	96,503	82,102	82,102	118%
40	PEG CAPITAL PROGRAMMING	40	2,686	8,790	2,190	3,681	2,190	50,593	22,430	2,187	6,877	2,190	2,187	-	105,999	88,963	88,963	119%
64	RISK MANAGEMENT	64	288,302	36,614	232,845	257,661	57,062	37,628	294,865	41,628	240,576	1,666,958	40,074	-	3,194,212	3,958,988	3,958,988	81%
65	BENEFIT INSURANCE	65	1,129,636	1,132,736	1,010,939	1,305,627	1,112,694	969,727	1,189,002	829,931	907,337	1,217,798	1,062,211	-	11,867,638	14,028,689	14,028,689	85%
77	FIBER OPTICS	77	(72,580)	57,150	8,998	(2,568)	9,142	(57,957)	3,420	6,050	83,918	(61,361)	3,420	-	(22,368)	1,306,920	1,306,920	-2%
85	GRANT FUND	85	-	-	11,385	-	-	218,629	-	79,955	-	245,538	92,248	-	647,754	6,000,000	6,000,000	11%
99	AMERICAN RESCUE PLAN	99	68,967	1,846	5,108	6,113	20,866	644,778	14,542	275,479	48,567	1,505	7,298	-	1,095,069	1,509,300	1,509,300	73%
Sub Total			1,490,899	1,408,808	1,522,174	1,736,245	1,273,093	1,975,049	1,876,205	1,410,929	1,356,790	3,142,177	1,337,435	-	18,529,802	27,846,885	27,846,885	67%
Water Utility																		
80	WATER UTILITY	80	1,308,406	10,216,812	1,543,642	1,230,214	1,335,047	1,736,856	3,524,547	4,529,526	1,558,019	1,403,957	5,854,161	-	34,241,187	32,777,472	32,777,472	104%
81	WATER CAPITAL	81	1,575,887	1,466,826	1,254,073	680,383	1,555,509	846,325	592,691	482,218	216,038	371,903	1,712,312	-	10,754,164	7,415,160	7,415,160	145%
89	2022 BOND FUND	89	55,798	-	367,487	1,200	209,137	143,000	144,222	131,686	244,444	250,951	21,484	-	1,569,410	14,279,569	14,279,569	11%
Sub Total			2,940,091	11,683,638	3,165,202	1,911,797	3,099,693	2,726,181	4,261,460	5,143,431	2,018,501	2,026,811	7,587,957	-	46,564,762	54,472,201	54,472,201	85%
Fiduciary Trust & Agency																		
90	FIRE PENSION	90	817,419	796,726	804,855	828,219	808,736	800,474	805,008	842,684	906,251	811,186	811,558	-	9,033,115	9,610,877	9,610,877	94%
91	POLICE PENSION	91	921,553	976,696	951,135	974,776	1,059,853	950,025	957,006	1,041,573	950,145	950,725	946,323	-	10,679,809	10,021,643	10,021,643	107%
Sub Total			1,738,973	1,773,422	1,755,989	1,802,995	1,868,589	1,750,499	1,762,014	1,884,257	1,856,396	1,761,911	1,757,881	-	19,712,924	19,632,520	19,632,520	100%
Grand Total Expenditures			15,292,514	27,218,116	16,633,471	16,399,445	13,666,855	16,045,252	23,787,260	20,578,455	19,290,679	19,269,109	23,931,488	-	212,112,645	274,533,485	275,058,485	77%

City of Decatur

Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

home	US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year
Revenue						
Water Sales		2,775,594	2,673,146	102,449	2,630,521	145,073
UCS Billing Reimb		11,905	13,722	(1,817)	13,069	(1,164)
Tapping Fees		1,925	3,570	(1,645)	4,375	(2,450)
Lake Lic. / Permits		-	61	(61)	60	(60)
Interest/Investment Income		17,082	38,528	(21,446)	5,995	11,087
Other Income		63,382	27,643	35,739	30,334	33,048
Total Revenue		2,869,888	2,756,670	113,218	2,684,354	185,534
Cost of Service						
801 Water Production		775,830	582,491	193,339	589,157	186,673
804 Water Services		280,351	306,923	(26,571)	280,703	(351)
Total Cost of Service		1,056,181	889,413	166,768	869,860	186,321
% of Revenue		36.8%	32.3%		32.4%	
Water Gross Margin		1,813,707	1,867,257	(53,550)	1,814,494	(787)
% of Revenue		63.2%	67.7%		67.6%	
Operating Expense						
802 Lake Management		92,326	295,997	(203,671)	185,531	(93,206)
803 Water Administration		354,599	408,668	(54,069)	362,799	(8,200)
805 Customer Service		76,855	114,729	(37,874)	100,187	(23,332)
Total Operating Expense		523,779	819,394	(295,615)	648,517	(124,738)
% of Revenue		18.3%	29.7%		24.2%	
Margin Before Debt Service		1,289,928	1,047,863	242,065	1,165,978	123,950
% of Revenue		44.9%	38.0%		43.4%	
Debt Service						
808 GO Bond Debt		2,274,200	-	2,274,200	-	2,274,200
809 IEPA - Nitrate Facility		-	-	-	-	-
80B IEPA - Water Tower		-	-	-	-	-
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service		2,274,200	-	2,274,200	-	2,274,200
% of Revenue		79.2%	0.0%		0.0%	
Operating Income		(984,272)	1,047,863	(2,032,135)	1,165,978	(2,150,250)
% of Revenue		-34.3%	38.0%		43.4%	
Transfer to Capital						
CapEx Funding		2,000,000	-	2,000,000	-	2,000,000
Income after Capital Transfer		(2,984,272)	1,047,863	(4,032,135)	1,165,978	(4,150,250)
% of Revenue		-104.0%	38.0%		43.4%	

Balance Sheet Items (Operating Fund)

Cash	6,619,765		10,577,680	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	6,619,765		10,577,680	
Accounts Receivable	2,881,941		2,617,390	

Month of:

Nov-23

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
30,334,289	29,755,820	578,469	29,281,350	1,052,939
130,955	150,947	(19,992)	143,759	(12,804)
28,893	23,351	5,541	28,618	275
240,024	241,000	(976)	234,468	5,557
107,642	111,478	(3,837)	18,732	88,910
529,038	455,419	73,619	1,244,750	(715,712)
31,370,840	30,738,015	632,825	30,951,676	419,165
6,541,954	5,428,407	1,113,548	5,449,735	1,092,219
3,057,021	3,324,559	(267,538)	3,043,880	13,141
9,598,975	8,752,966	846,010	8,493,615	1,105,360
30.6%	28.5%		27.4%	
21,771,865	21,985,050	(213,184)	22,458,061	(686,195)
69.4%	71.5%		72.6%	
1,474,890	1,783,054	(308,164)	1,133,109	341,781
3,847,040	4,541,709	(694,669)	4,019,722	(172,682)
882,380	994,623	(112,243)	856,053	26,327
6,204,310	7,319,386	(1,115,076)	6,008,883	195,426
19.8%	23.8%		19.4%	
15,567,556	14,665,664	901,892	16,449,177	(881,622)
49.6%	47.7%		53.1%	
12,477,907	8,730,037	3,747,870	8,872,902	3,605,006
-	122,800	(122,800)	122,211	(122,211)
361,681	361,681	(0)	361,681	-
1,598,315	1,610,000	(11,685)	1,554,719	43,595
14,437,903	10,824,518	3,613,384	10,911,513	3,526,390
46.0%	35.2%		35.3%	
1,129,653	3,841,145	(2,711,492)	5,537,665	(4,408,012)
3.6%	12.5%		17.9%	
4,000,000	2,000,000	2,000,000	2,000,000	2,000,000
(2,870,347)	1,841,145	(4,711,492)	3,537,665	(6,408,012)
-9.1%	6.0%		11.4%	

Prepared By:

Office of the City Treasurer

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

Month of: Nov-23

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	2,000,000	4,000,000	2,000,000	2,000,000	4,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	126,027	1,126,027	1,000,000	126,027	1,000,000	Actual ADM cost share
Grants	14,402	124,689	100,000	24,689	200,000	
Other	31,650	514,879	2,300,000	(1,785,121)	300,000	Other Transfers
Total Revenue	2,172,080	5,765,595	5,400,000	365,595	5,500,000	
CapEx Project Spending						
Operating CapEx	-	-	-	-	-	81808112 423700
Software	-	4,998	-	4,998	-	81808118 424700
Professional Services	6,243	70,200	230,922	(160,722)	275,000	81808118 428000
Automotive Equipment	32,975	313,750	491,603	(177,852)	915,000	81808118 451000
Other Equipment	196,701	196,701	-	196,701	335,000	81808118 452000
System leak detection	-	30,048	31,494	(1,446)	34,848	81808118 486300
Water Main Replacement	62,872	1,778,674	2,220,936	(442,262)	2,325,318	81808118 488800
Water System Improvements	-	-	173,333	(173,333)	173,333	81808118 497000
SWTP, Clarifiers Improvements	71,228	5,861,880	321,113	5,540,767	356,370	81808118 499200
Lake cap operating	51,093	739,212	1,201,181	(461,969)	1,705,192	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lakefront Development	-	7,405	-	-	30,000	81808128 485660
Lake cap additional water	1,291,201	1,751,297	776,727	974,569	1,165,099	81808128 488900
Total CapEx Spending	1,712,312	10,754,164	5,447,309	5,299,450	7,415,160	
Surplus (Deficit)	459,768	(4,988,569)	(47,309)		(1,915,160)	

Capital Fund Cash Position

Cash Position Start of Month	523,087	
Cash Position Close of Month	982,854	
Interfund AR	481,816	Due to Water Capital fund from Capital Fund 45

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

home

Nov-23

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Current Year													
Water Bill Count													
Original Bills													
Residential	26,045	24,570	29,767	23,486	27,914	27,623	24,806	28,452	25,046	26,432	26,415		290,556
Industrial	30	30	30	30	30	30	30	30	30	30	30		330
Commercial	2,641	2,459	2,980	2,327	2,848	2,736	2,543	2,825	2,533	2,661	2,662		29,215
Total	28,716	27,059	32,777	25,843	30,792	30,389	27,379	31,307	27,609	29,123	29,107	-	320,101
Delinquent Bills													
Residential	7,399	6,442	7,849	7,420	8,071	8,394	7,378	8,303	7,208	8,602	7,653		84,719
Industrial	-	-	1	-	-	-	3	3	1	4	4		16
Commercial	452	365	417	446	447	474	435	491	433	419	453		4,832
Total	7,851	6,807	8,267	7,866	8,518	8,868	7,816	8,797	7,642	9,025	8,110	-	89,567
Total Bill Count	36,567	33,866	41,044	33,709	39,310	39,257	35,195	40,104	35,251	38,148	37,217	-	409,668
Cubit Feet Consumption Billed													
Residential	11,188,618	10,200,018	11,181,561	10,418,156	11,691,023	14,090,814	12,819,382	14,102,437	12,181,007	11,877,691	11,091,527		130,842,234
Industrial	41,752,330	45,530,232	39,297,719	42,569,239	40,161,288	41,341,662	42,100,688	42,836,883	44,869,880	34,398,294	40,699,068		455,557,283
Commercial	9,746,511	9,514,979	9,438,037	9,121,604	10,934,865	12,302,835	13,623,710	13,876,283	12,946,508	11,911,327	11,055,514		124,472,173
Total	62,687,459	65,245,229	59,917,317	62,108,999	62,787,176	67,735,311	68,543,780	70,815,603	69,997,395	58,187,312	62,846,109	-	710,871,690
Water Shut Offs	397	578	624	533	634	650	634	808	666	772	676		6,972
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247	5,019	4,899	5,385	4,741	5,093	4,864		54,922
Water Billed \$													
Residential	713,684	655,213	734,445	639,338	761,753	917,354	836,069	923,153	799,175	793,273	753,332	\$	8,526,789
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778	1,247,274	1,268,502	1,286,198	1,335,848	1,068,491	1,233,022	\$	13,370,706
Commercial	531,637	512,087	538,180	495,811	600,355	669,731	703,521	734,623	687,941	651,868	622,979	\$	6,748,733
Total	\$ 2,426,292	\$ 2,441,732	\$ 2,393,604	\$ 2,340,358	\$ 2,511,886	\$ 2,834,359	\$ 2,808,092	\$ 2,943,974	\$ 2,822,965	\$ 2,513,632	\$ 2,609,333	\$	28,646,227
Penalty \$	\$ 12,708	\$ 12,183	\$ 28,499	\$ 12,293	\$ 13,795	\$ 15,286	\$ 16,697	\$ 17,352	\$ 15,545	\$ 17,110	\$ 48,310	\$	209,777
Total Billed	\$ 2,439,000	\$ 2,453,914	\$ 2,422,104	\$ 2,352,652	\$ 2,525,681	\$ 2,849,644	\$ 2,824,788	\$ 2,961,326	\$ 2,838,510	\$ 2,530,743	\$ 2,657,643	\$	28,856,005
Raw Water Gallonage Billed													
Gallons (000)	417,880	430,520	384,500	411,830	424,110	451,820	486,370	482,310	407,220	440,770	410,810		4,748,140
\$ Billed	130,629	134,580	120,195	128,738	132,577	149,733	161,183	159,838	134,952	146,071	136,142	\$	1,534,638
Water Billed vs Cash Receipts													
Billed \$	2,426,292	2,588,495	2,542,298	2,481,390	2,658,258	2,999,378	2,985,971	3,121,164	2,973,462	2,676,814	2,793,785	\$	30,247,307
Cash Revenue \$	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707	2,751,289	3,022,893	3,160,336	2,943,570	2,756,312	2,775,594	\$	30,334,289
% Cash to Billed	108%	101%	101%	98%	101%	92%	101%	101%	99%	103%	99%	-	100.3%
Prior Year 2022													
Water Bill Count													
Original Bills													
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909
Delinquent Bills													
Residential	7,699	6,189	8,220	7,620	7,117	7,729	7,257	8,561	7,449	7,172	5,802	7,613	88,428
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4
Commercial	389	373	383	410	414	487	424	518	379	397	355	439	4,968
Total	8,089	6,563	8,603	8,032	7,531	8,216	7,681	9,079	7,828	7,569	6,157	8,052	93,400
Total Bill Count	37,925	33,696	41,536	35,915	36,603	38,149	36,402	39,414	36,518	36,103	33,997	39,051	445,309
Cubit Feet Consumption Billed													
Residential	11,184,528	10,282,443	11,409,142	9,982,145	10,705,055	12,338,176	13,438,177	13,103,207	11,762,804	10,998,390	10,395,253	11,352,187	136,951,507
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358
Commercial	9,930,161	9,606,508	9,610,928	9,625,113	9,647,732	11,450,965	13,138,686	14,551,448	13,079,384	11,704,779	10,419,710	10,060,763	132,826,177
Total	62,585,516	64,473,843	60,039,873	63,252,759	61,092,742	69,932,335	71,704,549	75,724,713	72,426,776	67,637,232	63,889,428	63,727,276	796,487,042
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575
Water Billed \$													
Residential	703,333	643,773	727,048	637,301	681,642	780,110	823,756	819,100	741,652	703,170	670,574	736,125	\$ 8,667,585
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	\$ 14,593,326
Commercial	525,898	496,750	526,010	508,700	519,399	602,026	647,131	700,916	648,537	598,947	548,219	554,569	\$ 6,877,102
Total	\$ 2,361,409	\$ 2,343,317	\$ 2,325,396	\$ 2,330,641	\$ 2,317,643	\$ 2,679,143	\$ 2,752,018	\$ 2,842,935	\$ 2,728,333	\$ 2,551,272	\$ 2,422,162	\$ 2,483,745	\$ 30,138,013
Penalty \$	\$ 28,636	\$ 1,256	\$ 14,002	\$ 44,879	\$ 12,766	\$ 14,478	\$ 14,407	\$ 18,681	\$ 7,829				\$ 156,935
Total Billed	\$ 2,390,046	\$ 2,344,573	\$ 2,339,398	\$ 2,375,521	\$ 2,330,409	\$ 2,693,620	\$ 2,766,425	\$ 2,861,616	\$ 2,736,162	\$ 2,551,272	\$ 2,422,162	\$ 2,483,745	\$ 30,294,949
Raw Water Gallonage Billed													
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060
\$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	\$ 1,329,284
Water Billed vs Cash Receipts													
Billed \$	2,361,409	2,444,983	2,429,718	2,465,169	2,419,603	2,804,939	2,876,085	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	\$ 31,567,980
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	2,602,017	2,602,017	2,785,495	3,079,668	2,602,017	795,849	2,602,017	2,602,017	\$ 29,589,804
% Cash to Billed	92%	114%	104%	99%	108%	93%	97%	104%	90%	29%	101%	99%	93.7%

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Nov-23

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

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Nov-23

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

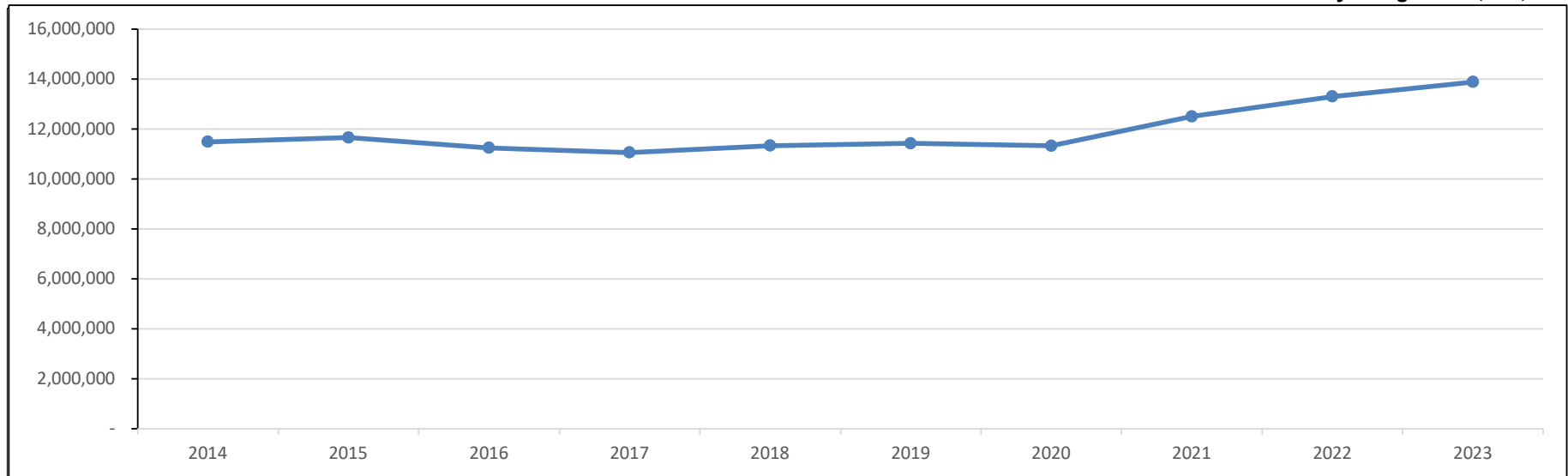
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX

[Home](#)

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,222,864
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,200,298
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,154,653
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,242,689
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958

TOTALS	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	13,880,482
								Year in Play Budget		14,061,840

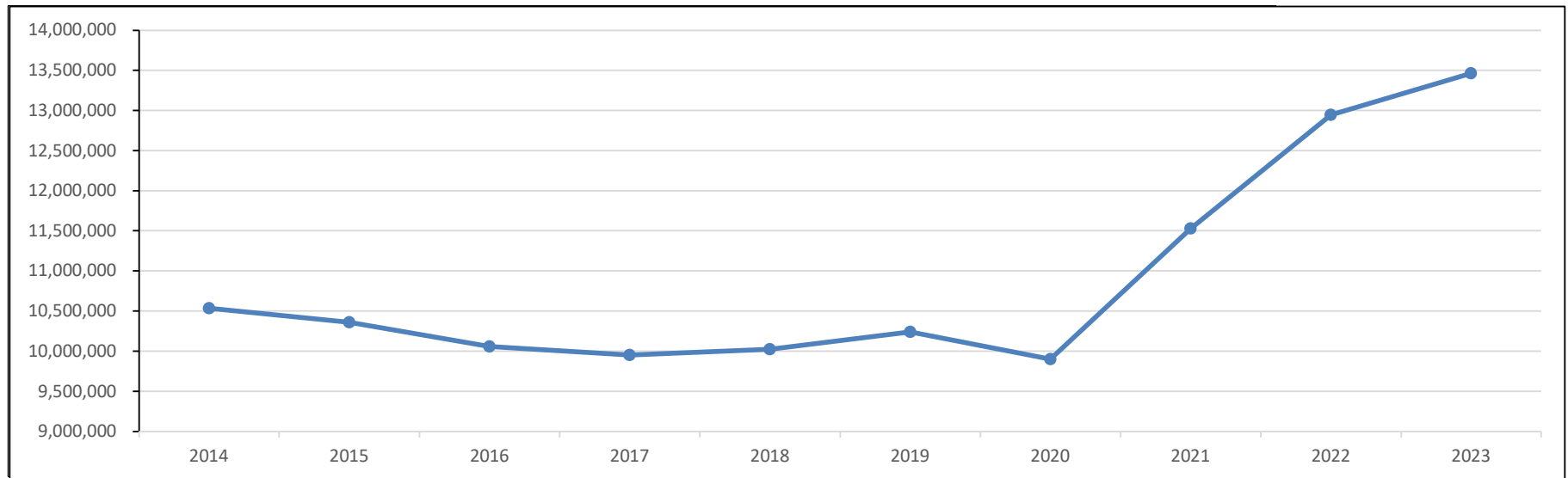


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,174,733
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,162,413
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,103,324
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,299,459
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984

TOTALS	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,462,594
								Year in Play Budget		13,501,160



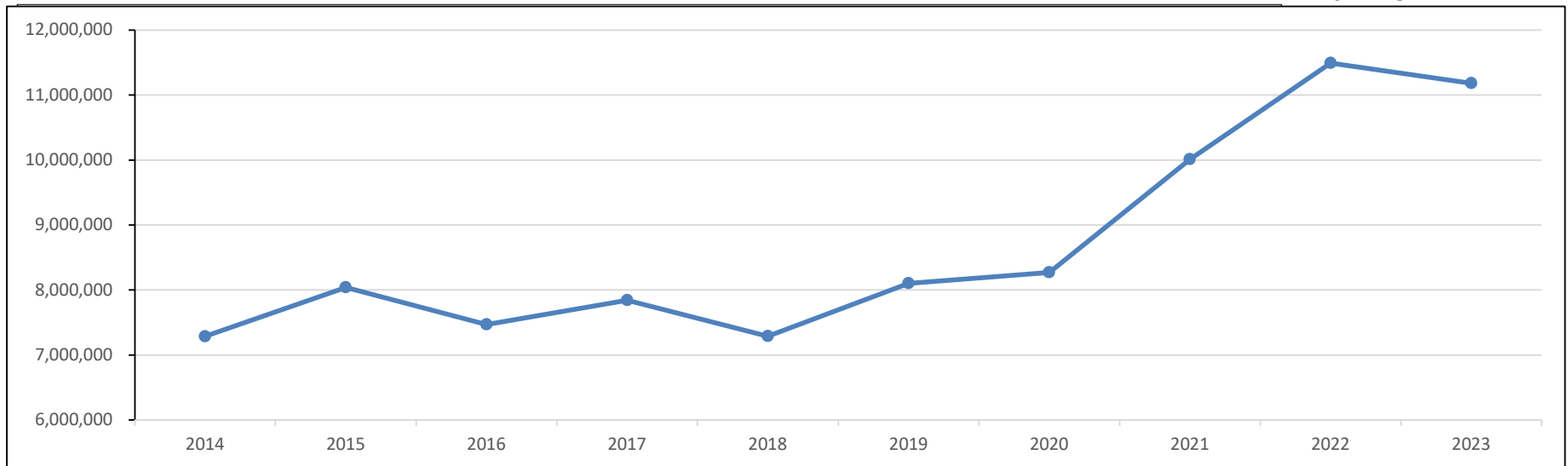
Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	696,542
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	632,222
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,222,083
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	823,188
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485

TOTALS	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,180,449
								Year in Play Budget		11,874,000



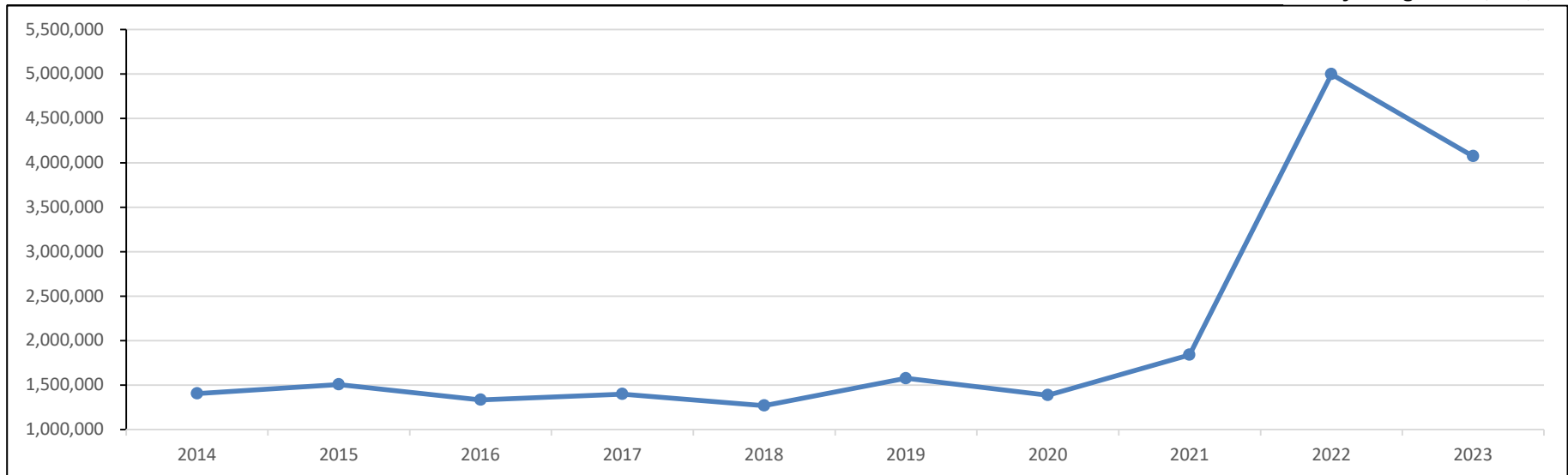
Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	893,076
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	-
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	719,448
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	116,408
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	598,448
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	107,842

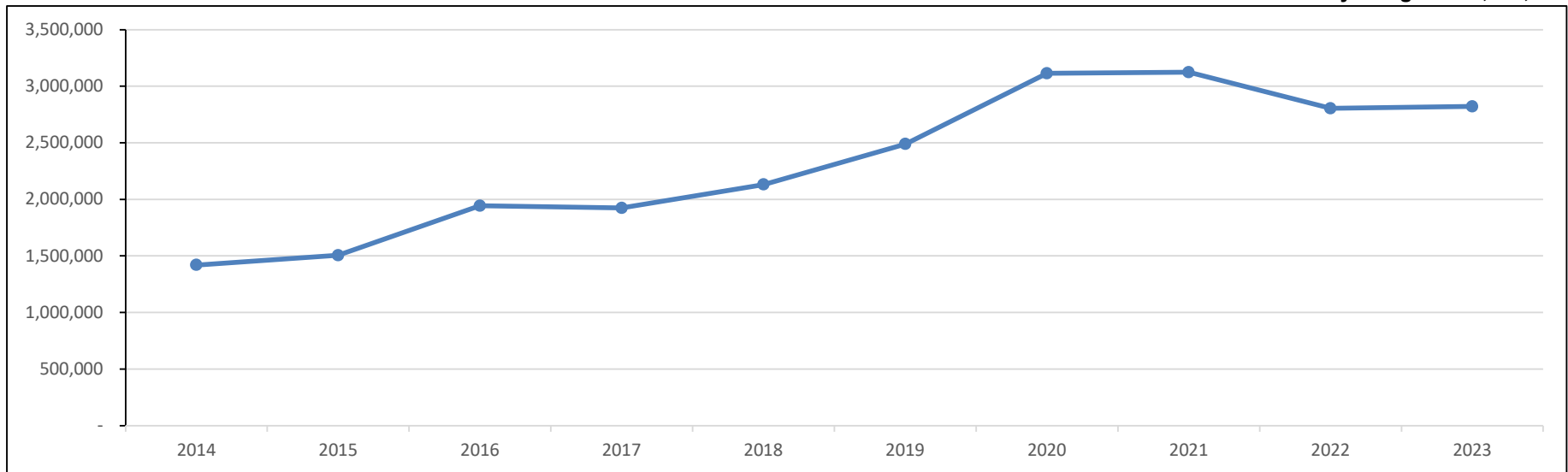
TOTALS	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	4,073,201
								Year in Play Budget		2,908,000



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

LOCAL USE TAX

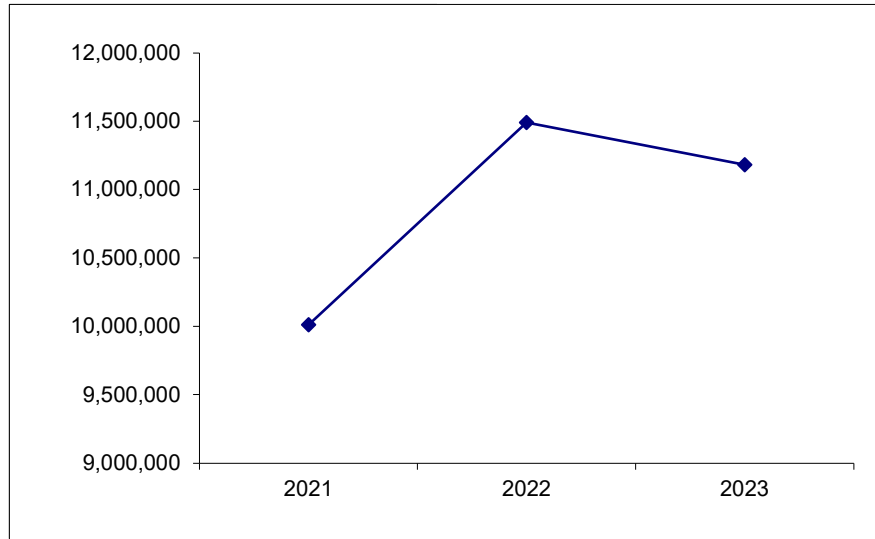
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Year in Play
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	215,778
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	213,410
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	160,202
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	225,763
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	214,136
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619
TOTALS	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	2,820,437
								Year in Play Budget		3,020,000



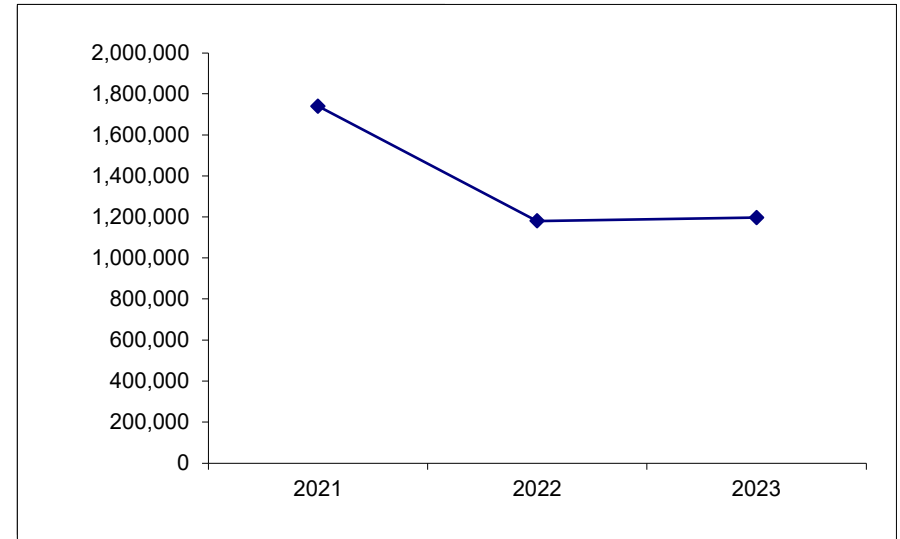
Schedule presents State distribution of Use Tax.

STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021	2022	2023
JANUARY	807,110	960,878	1,049,580
FEBRUARY	853,298	1,198,126	1,037,782
MARCH	588,089	519,319	614,640
APRIL	937,702	1,109,452	989,236
MAY	1,280,911	2,238,522	1,696,424
JUNE	1,123,868	657,580	795,466
JULY	1,008,212	1,110,107	1,059,801
AUGUST	566,126	571,768	696,542
SEPTEMBER	597,861	621,357	632,222
OCTOBER	1,086,453	1,137,578	1,222,083
NOVEMBER	622,816	720,354	823,188
DECEMBER	539,685	646,330	563,485
TOTALS	10,012,130	11,491,369	11,180,449
		Current Budget	11,874,000
		Projected Amt Over (Under)	(693,551)

**LOCAL TELEPHONE UTILITY TAX**

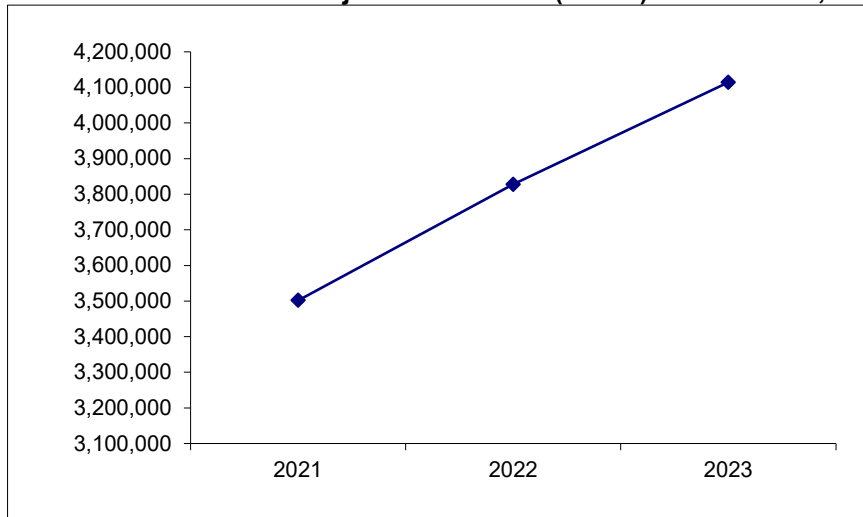
MONTH	2021	2022	2023
JANUARY	585,430	99,599	100,718
FEBRUARY	105,214	94,273	101,222
MARCH	97,810	97,801	121,496
APRIL	91,598	95,983	107,186
MAY	97,948	94,162	89,187
JUNE	129,008	97,606	93,766
JULY	101,474	95,378	89,855
AUGUST	111,428	98,967	94,549
SEPTEMBER	108,598	87,617	91,316
OCTOBER	103,735	116,632	91,984
NOVEMBER	105,524	99,450	114,953
DECEMBER	102,715	103,560	100,000
TOTALS	1,740,483	1,181,029	1,196,232
		Current Budget	1,183,000
		Projected Amt Over (Under)	13,232



Projected Revenues

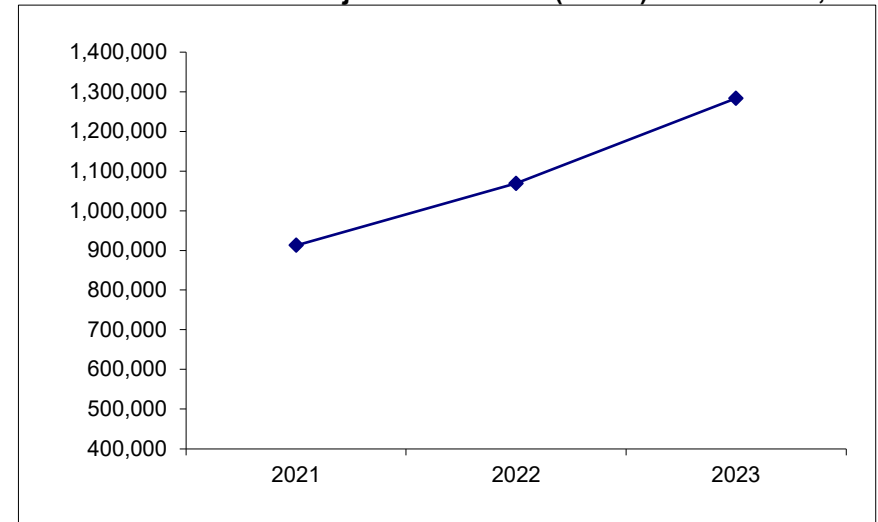
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023
JANUARY	259,733	325,939	349,168
FEBRUARY	237,003	268,346	310,308
MARCH	251,710	254,687	314,152
APRIL	316,741	328,645	344,283
MAY	302,025	320,770	356,811
JUNE	314,701	345,385	348,084
JULY	295,357	338,253	362,797
AUGUST	307,177	344,233	361,840
SEPTEMBER	345,458	318,028	356,626
OCTOBER	112,289	326,439	336,711
NOVEMBER	460,845	323,232	343,975
DECEMBER	299,194	333,647	329,742
TOTALS	3,502,233	3,827,604	4,114,498
		Current Budget	3,997,000
		Projected Amt Over (Under)	117,498



LOCAL HOTEL & MOTEL TAX

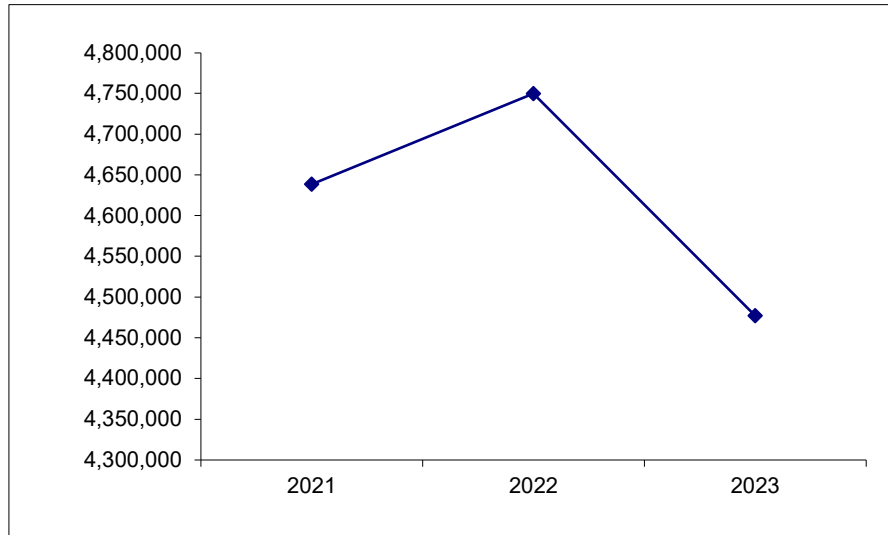
MONTH	2021	2022	2023
JANUARY	45,696	62,215	71,531
FEBRUARY	38,938	70,247	89,816
MARCH	46,068	65,323	74,851
APRIL	61,645	76,916	111,415
MAY	64,188	76,544	78,123
JUNE	80,612	95,446	114,607
JULY	82,463	104,261	112,386
AUGUST	96,057	91,208	124,206
SEPTEMBER	132,160	114,943	159,762
OCTOBER	39,548	101,643	142,033
NOVEMBER	147,855	120,882	116,698
DECEMBER	78,023	89,647	88,233
TOTALS	913,254	1,069,274	1,283,662
		Current Budget	1,152,000
		Projected Amt Over (Under)	131,662



Projected Revenues

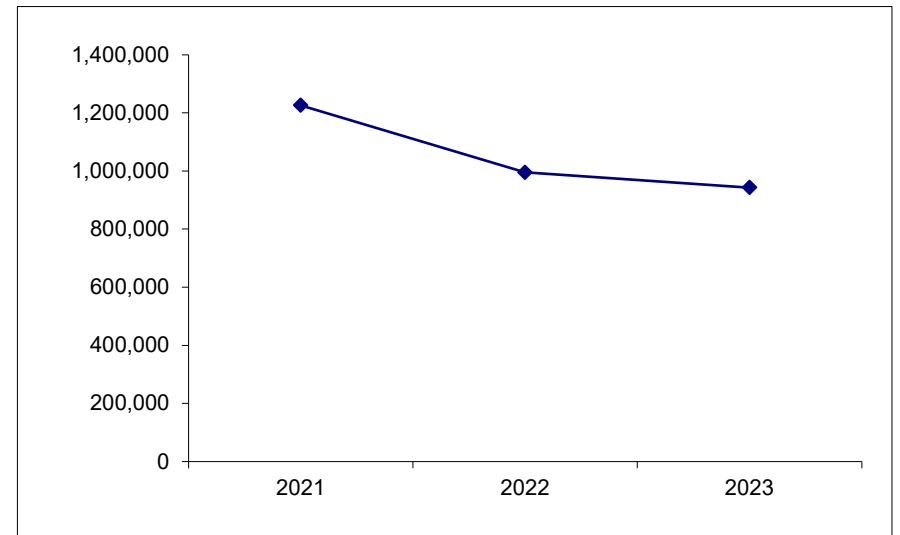
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023
JANUARY	387,338	451,232	494,772
FEBRUARY	-	-	511,814
MARCH	964,355	1,170,976	459,507
APRIL	406,775	453,756	411,867
MAY	369,203	376,488	357,677
JUNE	348,848	327,903	307,264
JULY	338,442	311,731	273,044
AUGUST	338,344	323,917	277,163
SEPTEMBER	375,057	323,685	319,748
OCTOBER	372,509	316,968	310,248
NOVEMBER	324,568	318,048	291,359
DECEMBER	413,270	375,073	462,573
TOTALS	4,638,709	4,749,776	4,477,036
		Current Budget	5,337,000
		Projected Amt Over (Under)	(859,964)



LOCAL CABLE TV TAX

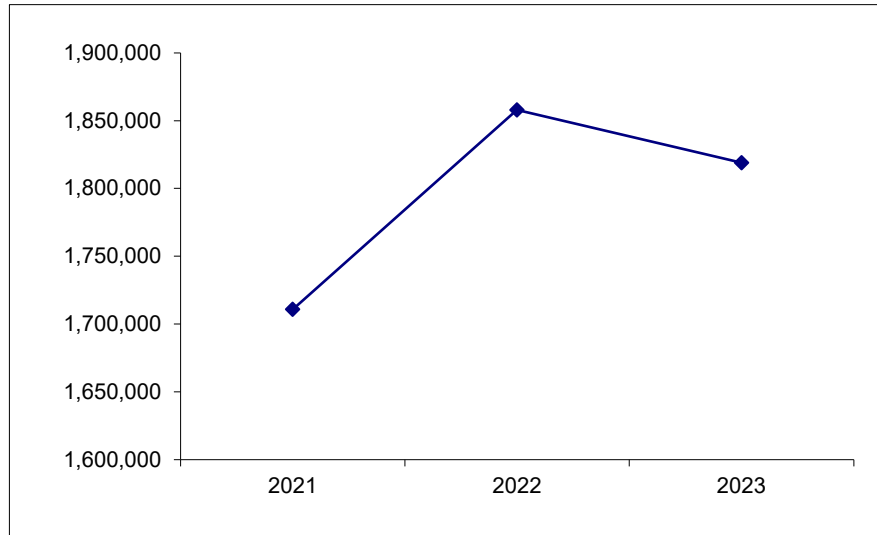
MONTH	2021	2022	2023
JANUARY	115,677	13,687	11,674
FEBRUARY	248,600	235,066	228,468
MARCH	-	-	-
APRIL	14,722	12,982	-
MAY	238,382	245,500	241,582
JUNE	-	-	-
JULY	-	-	10,736
AUGUST	252,130	254,979	224,680
SEPTEMBER	-	-	-
OCTOBER	-	-	10,312
NOVEMBER	254,330	233,712	215,736
DECEMBER	102,715	-	-
TOTALS	1,226,555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



Projected Revenues

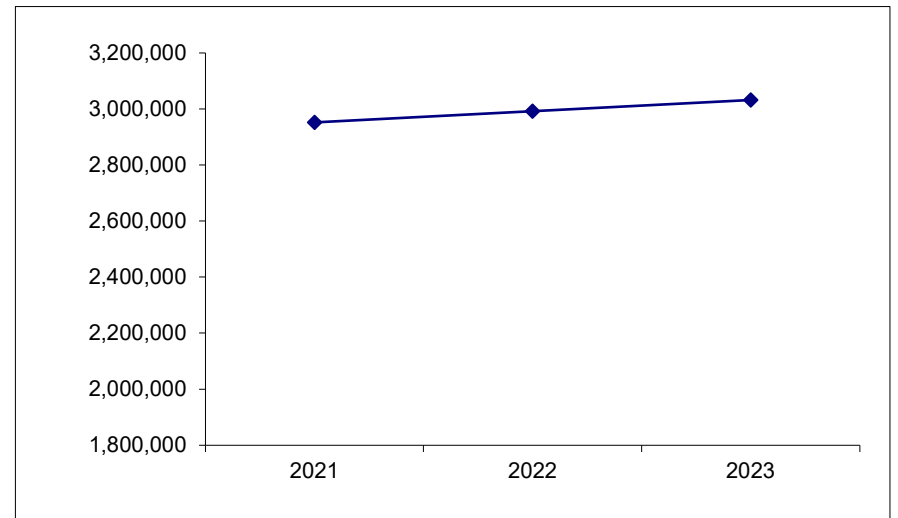
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023
JANUARY	137,973	155,334	154,093
FEBRUARY	116,174	146,251	142,970
MARCH	137,669	125,153	138,333
APRIL	141,621	142,456	150,252
MAY	143,395	147,235	147,736
JUNE	146,898	162,643	163,482
JULY	145,659	164,199	168,250
AUGUST	150,514	166,136	151,650
SEPTEMBER	151,331	173,019	154,583
OCTOBER	52,940	162,198	148,377
NOVEMBER	239,007	162,085	149,939
DECEMBER	147,717	151,229	149,194
TOTALS	1,710,898	1,857,939	1,818,861
		Current Budget	1,840,000
		Projected Amt Over (Under)	(21,139)



STATE MOTOR FUEL TAX

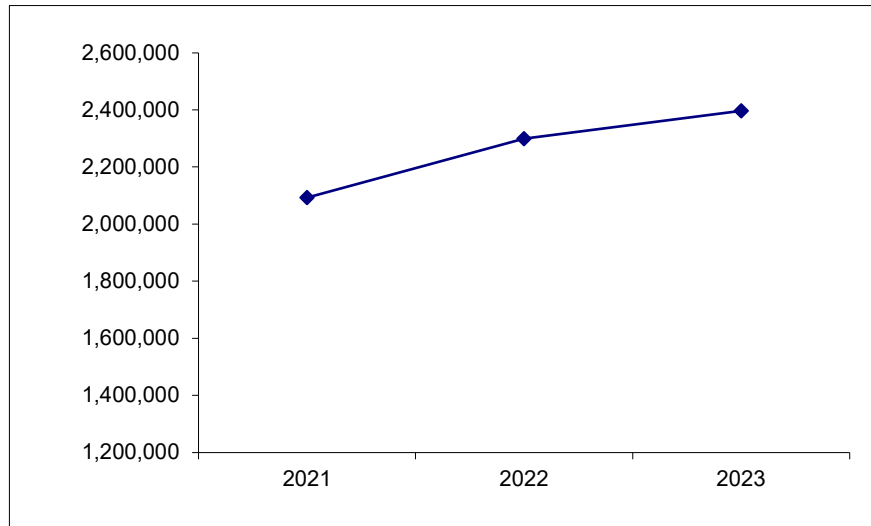
MONTH	2021	2022	2023
JANUARY	252,696	283,072	275,250
FEBRUARY	220,266	258,944	220,663
MARCH	208,011	178,756	225,950
APRIL	215,526	253,405	219,333
MAY	250,786	255,437	250,551
JUNE	248,729	256,227	254,697
JULY	255,517	265,264	264,536
AUGUST	253,309	259,754	251,674
SEPTEMBER	274,663	249,395	262,001
OCTOBER	263,188	252,007	277,605
NOVEMBER	242,427	239,391	249,118
DECEMBER	267,134	240,655	280,491
TOTALS	2,952,253	2,992,307	3,031,869
		Current Budget	3,194,000
		Projected Amt Over (Under)	(162,131)



Projected Revenues

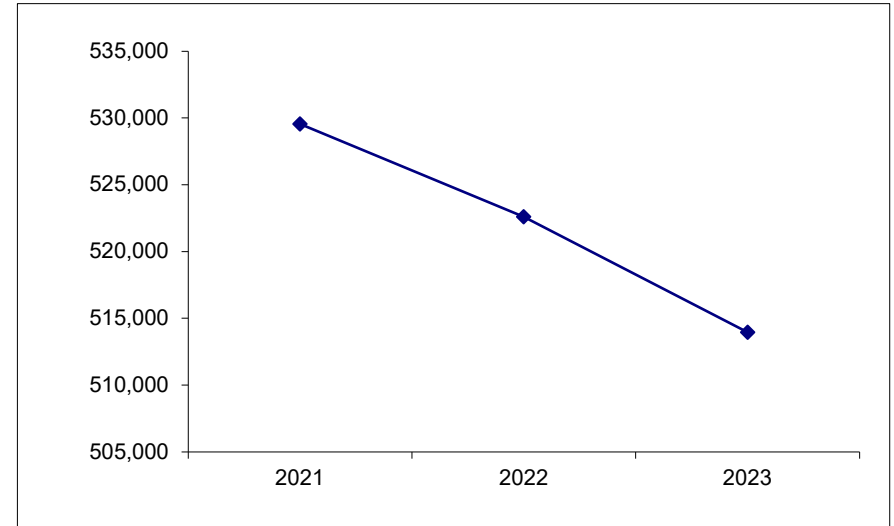
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023
JANUARY	85,531	186,950	187,712
FEBRUARY	-	194,055	194,632
MARCH	85,407	165,854	192,027
APRIL	176,056	170,074	196,183
MAY	257,275	230,570	233,599
JUNE	244,343	217,794	208,034
JULY	223,954	197,376	214,828
AUGUST	208,113	183,024	191,592
SEPTEMBER	217,309	190,168	196,948
OCTOBER	203,717	182,080	188,283
NOVEMBER	196,248	191,184	190,493
DECEMBER	194,733	189,255	202,000
TOTALS	2,092,686	2,298,383	2,396,332
		Current Budget	2,386,000
		Projected Amt Over (Under)	10,332



LOCAL LIQUOR LICENSE FEE

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



Financial Management

DATE: 12/18/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Public Hearing Concerning the 2023 Property Tax Levy

SUMMARY RECOMMENDATION:

The Illinois Truth in Taxation law requires the city to conduct a public hearing if the total levy is projected to increase by 5% or more. Although the city council is anticipating increasing the tax levy by only 3%, the council must also vote to abate all remaining debt totaling \$15,453,147.02. Until the debt abatement ordinances are passed to abate the remaining debt not included in the tax levy, the debt remains outstanding and could potentially be included in the tax levy; thus triggering the requirement for a public hearing.

BACKGROUND:

At the council meeting of November 20, 2023, the City Manager presented property tax levy options to the Council for discussion and direction for city preparation of the 2023 Property Tax Levy. City Council directed the tax levy be prepared in accordance with a tax levy increase of 3.0% versus the 2022 tax levy per Resolution 2023-243 Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy (3% Increase).

The property tax levy presented below for approval reflects the direction provided by the council. The property tax levy presented in the ordinance for Council consideration is \$31,066,210.40 and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy, and not scheduled for abatement.

Abatement ordinances included equal \$15,453,147.02 of general obligation bond debt service payments. Such tax abatement from the property tax levy is possible as the City has secured alternative revenue sources sufficient to pay certain General Obligation debt service amounts in the fiscal period 2024.

The resulting net tax levy after abatement is \$15,783,038.38, a 3.0% increase versus the prior year tax levy:

\$ (whole)	Tax levy	Tax Abatement(s)	Tax Levy After Abatement(s)
2023 Tax Levy	31,236,185.40	15,453,147.02	15,783,038.38
2022 Tax Levy	31,433,702.85	16,110,365.02	15,323,337.83
2023 vs. 2022	-0.006%	-4.1%	3.0%

STAFF REFERENCE: Scot Wrighton, City Manager Ruby F. James, City Treasurer & Chief Financial Officer Shaunna Tonelli, Intern

ATTACHMENTS:

Description	Type
Proof of Publication of FY2023 Tax Levy	Backup Material

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR
Twila 450-2228
1 GARY K ANDERSON PZ
DECATUR, IL 62523

ORDER NUMBER 160506

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

Section: Main

Category: Default - Retail

PUBLISHED ON: 12/09/2023

TOTAL AD COST: 397.97

FILED ON: 12/12/2023

By



Date

12/12/23

WEEK IN REVIEW

VISIT OUR WEBSITE TO VIEW MORE WEEK IN REVIEW CONTENT

IN THE NEWS

Senate GOP blocks Ukraine war funding

Senate Republicans on Wednesday blocked the advance of a \$110 billion package of wartime funding for Ukraine and Israel as well as other national security priorities as they tried to force President Joe Biden to include changes to U.S. border policy. The vote, a 49-51 tally that fell short of the Senate’s 60-vote threshold for a bill to advance, came just hours after Biden said it was “stunning” that Congress blocked tens of billions of dollars in military and economic assistance for Ukraine, calling it a “gift” for Russian President Vladimir Putin. But Biden stressed that he was willing to “make significant compromises on the border,” if that’s what it takes to get the package through Congress.

MILITARY PROMOTIONS: The Senate in a single stroke Tuesday approved about 425 military promotions after GOP Sen. Tommy Tuberville of Alabama ended his monthslong blockade of nominations over his opposition to a Pentagon abortion policy.

EX-DIPLOMAT CHARGED: Manuel Rocha, a former career American diplomat, was charged Monday with serving as a secret agent for communist Cuba going back decades in what prosecutors portrayed as one of the most brazen and long-running betrayals in U.S. foreign service history.

SANDRA DAY O’CONNOR (1930-2023): Retired Supreme Court Justice Sandra Day O’Connor, an unwavering voice of moderate conservatism and the first woman to serve on the nation’s highest court, died Dec. 1 in Phoenix, Arizona, of complications related to dementia and a respiratory illness. She was 93.



HATEM ALI, ASSOCIATED PRESS

AS GAZA WAR RAGES, US IMPOSES TRAVEL BAN ON SOME ISRAELIS

In a rare punitive move against Israel, the U.S. State Department on Tuesday imposed travel bans on extremist Jewish settlers implicated in a rash of recent attacks on Palestinians in the occupied West Bank. Secretary of State Antony Blinken announced the step as international pressure continued to rise on Israel to do more to limit civilian casualties in its war against Hamas. Above, Palestinians wounded in the Israeli bombardment of the Gaza Strip arrive at a hospital Wednesday in Rafah.

BIG NUMBER

49,490,406

Wikipedia page views for the term “ChatGPT,” the most-searched term in 2023, according to data released Tuesday by the Wikimedia Foundation.

HE SAID ...

“Censure me next. That’s how worthless your effort is. It has no credibility. No integrity. No legitimacy. Censure me next, and I’ll take that censure and I’ll wear it next week, next month, next year like a badge of honor.” — **Democratic House Leader Hakeem Jeffries, after lawmakers voted late Wednesday to censure Rep. Jamaal Bowman for triggering a fire alarm in a U.S. Capitol office building when the chamber was in session.**

THE WATER COOLER

CONTRACT RATIFIED: Hollywood’s actors voted to ratify the deal with studios that ended their strike after nearly four months, leaders announced Tuesday. Members of the Screen Actors Guild-American Federation of Television and Radio Artists ratified the three-year contract with 78% approval. “I’m very happy with the result,” Duncan Crabtree-Ireland, SAG-AFTRA’s executive director, said Tuesday night.

NORMAN LEAR (1922-2023): Norman Lear, the writer, director and producer who revolutionized prime-time television with “All in the Family,” “The Jeffersons” and “Maude,” propelling political and social turmoil into the once-insulated world of TV sitcoms, died Tuesday. He was 101. Lara Bergthold, a spokesperson for the family, said Lear died in his sleep at home in Los Angeles.

TAYLOR SWIFT: Time magazine named Taylor Swift its person of the year on Wednesday, a week after Spotify announced she was the most-played artist on the streaming platform. Swift was picked from a group of nine finalists that included Barbie, King Charles III, and OpenAI chief executive Sam Altman, among others. Ukrainian President Volodymyr Zelenskyy was Time’s 2022 person of the year.

DENNY LAINE (1944-2023): Denny Laine, a British singer, songwriter and guitarist who performed in an early version of the Moody Blues and was later Paul McCartney’s longtime sideman in the former Beatle’s solo band Wings, died Tuesday in Naples, Florida. He was 79. The cause was interstitial lung disease, according to an announcement on Laine’s Instagram page by his wife, Elizabeth Hines.

Florida halts manatee feeding program

CURT ANDERSON
Associated Press

ST. PETERSBURG, Fla. — A two-year experimental feeding program for starving Florida manatees will not immediately resume this winter as conditions have improved for the threatened marine mammals and the seagrass on which they depend, wildlife officials said. Thousands of pounds of lettuce were fed to manatees that typically gather in winter months near the warm-water discharge of a power plant on Florida’s east coast. State and federal wildlife officials launched the program after pollution killed off vast seagrass beds, leading to a record of over 1,100 manatee deaths in 2021. This season, the Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service determined the seagrass has started to recover in key winter foraging areas on the east coast, and that there appear to be fewer manatees in poor physical condition going into the stressful colder months. “After careful consideration, the agencies are not providing manatees with a supplemental food source at the beginning of the winter season,” the FWC said in a notice on its website. “However, staff developed a contingency plan which they will implement if needed.” Last year, more than 400,000 pounds of lettuce, most of it donated, was fed to manatees near the power plant in Cocoa, Florida. Manatees are gentle, round-tailed giants sometimes known as sea cows that weigh as much as 1,200 pounds and can live as long as 65 years. Manatees are Florida’s official state marine mammal but are listed as a threatened species, also facing peril from boat strikes and toxic red tide

algae outbreaks along the state’s Gulf coast. Their closest living relative is the elephant. The starvation problem — something the wildlife agencies call an “unusual mortality event” — has been traced to nitrogen, phosphorus and sewage pollution from agriculture, urban runoff and other sources that trigger algae blooms, which in turn kill off the seagrass that manatees and other sea creatures rely upon. Millions of state and federal dollars are being poured into dozens of projects ranging from stormwater treatment upgrades to filter systems that remove harmful nitrates from water that goes into the Indian River Lagoon, the huge east coast estuary where manatees congregate in winter. Seagrass beds have been replanted. There have been 505 manatee deaths recorded between Jan. 1 and Nov. 24 this year. That compares with 748 over the same time frame in 2022 and 1,027 the year before that, according to the wildlife commission. The Florida manatee overall population is estimated at between 8,350 and 11,730 animals. The agencies are not ready to declare the starvation problem solved and intend to closely monitor manatees and their environment to decide whether feeding or other steps are needed. “Feeding wild animals is a temporary emergency intervention and conservation measures like habitat restoration, improving habitat access, and increasing capacity for rehabilitation are considered long-term solutions,” the Florida wildlife agency said in its notice. Meanwhile, environmental groups are pushing to have the manatee again listed as an endangered spe-

cies, a higher classification than threatened that provides greater protections. A petition seeking the change filed with the Fish and Wildlife Service contends it was an error to take manatees off the endangered list in 2017, where they had been since 1973. The service made an initial finding in October that placing the manatee back on the endangered list may be warranted, an interim step that requires further review. Environmental groups say the move is encouraging.



MARTHA ASENCIO-RHINE, TAMPA BAY TIMES

A manatee swims in Florida’s Kings Bay in 2022.

NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

I. A public hearing to approve a proposed property tax levy for the City of Decatur for 2023 will be held on December 18, 2023, at 5:30 p.m. in the City Council Chambers on the 3rd Floor of the Decatur Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact: Kim Althoff, City Clerk for the City of Decatur, One Gary K. Anderson Plaza, Decatur, IL 62523, 217-424-2708.

II. The corporate property taxes extended for the 2022 tax levy were \$14,669,335.63.

The proposed corporate property taxes to be levied for 2023 tax levy are \$15,195,857.38. This represents an increase of 3.59% versus the previous year.

III. The property taxes extended for debt service for the 2022 tax levy were \$654,002.20.

The estimated property taxes to be levied for debt service for the 2023 tax levy are \$587,181.00. This represents a 10.22% decrease versus the previous year.

IV. The total property taxes extended for the 2022 tax levy were \$15,323,337.83.

The estimated total property taxes to be levied for the 2023 tax levy are \$15,783,038.38. This represents a 3.00% increase over the previous year.

Printed by Order of the Corporate Authorities of the City of Decatur, Macon County, Illinois

12/09 160506

LEGAL NOTICES

Legals

PUBLIC NOTICE

Notice of Proposed Tariff Changes
Gas Service Schedule III. C. C. No. 2

To the Gas Patrons of
Ameren Illinois Company d/b/a Ameren Illinois:

Ameren Illinois (or Company) hereby gives notice to the public that on April 11, 2023, it filed with the Illinois Commerce Commission (ICC or Commission) evidence (direct testimony) regarding the reconciliation of revenues and costs under the Company’s Purchased Gas Adjustment (PGA) Rider with costs incurred in connection with the cost of gas from January 1, 2022 through December 31, 2022. The evidence is applicable to Rate Zone I (formerly the AmerenCIPS service territory), Rate Zone II (formerly the AmerenCILCO service territory) and Rate Zone III (formerly the AmerenIP service territory); and may result in changes in its rates and charges with respect to gas delivery services throughout the Company’s gas service territory in Illinois. The changes in rates and charges will take effect after hearings and after the Commission issues its final Order. The Commission docketed the filing as Docket No. 22-0634. A copy of the evidence may be inspected at Ameren Illinois’ offices located at 300 Liberty Street, Peoria, Illinois or online at www.icc.illinois.gov/e-docket/. All parties interested in this matter may obtain information with respect thereto either directly from Ameren Illinois or by addressing the Chief Clerk of the Illinois Commerce Commission, 527 East Capitol Avenue, Springfield, Illinois 62706.

AMEREN ILLINOIS COMPANY
d/b/a Ameren Illinois
By: Leonard P. Singh, President
12/2, 12/9 COL-9000078

Notice of Self-Storage Sale

Please notice Red Dot Storage 36 - Decatur located at 5465 US Hwy 36, Decatur, IL 62521 intends to hold an auction of the goods stored in the following units in default for non-payment of rent. The sale will occur as an online auction via www.storage-treasures.com on 12/20/2023 at 9:30 am. Unless stated otherwise the description of the contents is household goods and furnishings. Travis Powell Unit #K488; Devon Drake Unit #K490; Donny Starwalt Unit #L522WT; Deshaunby Green Unit #A023; Jacqueline Kaczmarek Unit #E153. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
12/2, 12/9 COL-9000063

Financial Management

DATE: 12/18/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Property Tax Levy for Assessed Value Year 2023 Pay Tax Year 2024

SUMMARY RECOMMENDATION:

Following a public hearing on the proposed tax levy, 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 2023 pay tax year 2024 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.

BACKGROUND:

The Illinois Truth in Taxation law requires the city to conduct a public hearing if the total levy is projected to increase by 5% or more. Although the city council is anticipating increasing the tax levy by only 3%, the council must also vote to abate all remaining debt totaling \$15,453,147.02. Until the debt abatement ordinances are passed to abate the remaining debt not included in the tax levy, the debt remains outstanding and could potentially be included in the tax levy; thus triggering the requirement for a public hearing.

At the council meeting of November 20, 2023, the City Manager presented property tax levy options to the Council for discussion and direction for city preparation of the 2023 Property Tax Levy. City Council directed the tax levy be prepared in accordance with a tax levy increase of 3.0% versus the 2022 tax levy per Resolution 2023-243 Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy (3% Increase).

The property tax levy presented below for approval reflects the direction provided by the council. The property tax levy presented in the ordinance for Council consideration is \$31,066,210.40 and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy, and not scheduled for abatement.

Abatement ordinances included equal \$15,453,147.02 of general obligation bond debt service payments. Such tax abatement from the property tax levy is possible as the City has secured

alternative revenue sources sufficient to pay certain General Obligation debt service amounts in the fiscal period 2024.

The resulting net tax levy after abatement is \$15,783,038.38, a 3.0% increase versus the prior year tax levy:

\$ (whole)	Tax levy	Tax Abatement(s)	Tax Levy After Abatement(s)
2023 Tax Levy	31,236,185.40	15,453,147.02	15,783,038.38
2022 Tax Levy	31,433,702.85	16,110,365.02	15,323,337.83
2023 vs. 2022	-0.006%	-4.1%	3.0%

Tax abatements in the 2023 Tax Levy are as follows:

Debt Issue	Abatement \$	Abatement amounts payable from
2010 Series C GO	137,800.00	Olde Towne TIF Fund
2012 Series GO Refunding	773,875.00	General Fund revenues
2013 Series GO Refunding	1,879,500.00	Water Fund water projects
2014 Series GO	1,871,787.50	Water Fund Lake dredging project
2015 Series GO	1,764,125.00	Water Fund Lake dredging project
2016 Series GO	1,737,756.26	Water Fund Lake dredging project
2017 Series GO Refunding	379,600.00	Water Fund water projects
2018 Series GO	1,618,369.00	Water Fund for Lake dredging portion and general fund revenues for new fire station portion
2019 Series GO Refunding	1,031,629.26	General Fund revenues and PILOT
2019 Series B GO	234,650.00	Building Fund / Equipment Replacement Fund
2020 Series GO Refunding	2,202,855.00	Water Fund for Lake dredging portion and Olde Towne TIF Fund for downtown street scape portion
2022 Series GO	1,821,200.00	Water and Sewer Fund(s)
Total Abatements	15,453,147.02	

Detailed elements of the 2023 tax levy are as follows, with comparison to the 2022 tax levy.

\$ (whole)	2023 Tax Levy	2022 Tax levy	Change	% Change
Police pension	5,924,839.00	5,530,057.11	394,781.89	7.1%
Fire pension	6,128,479.00	6,100,013.88	28,465.12	.005%
Library	3,072,539.38	2,972,539.38	100,000.00	3.4%
Municipal band	70,000.00	66,725.26	3,274.74	4.9%
GO debt service	587,181.00	653,928.00	-66,747.00	-10.2%
General Purpose		74.20	-74.20	
Total Tax Levy	15,783,038.38	15,323,337.83	459,700.55	3.0%

Pension fund increases reflect the actuarially determined contribution required to meet future pension liabilities and achieve optimal future funding levels in accordance with Illinois State Statute 40 ILCS 5/4-118 for the Decatur Firefighters Pension Fund and Illinois State Statute 40 ILCS 5/3-125 for the Decatur Police Pension Fund. Decatur Library reflects a 3.4% increase to reflect the budgeted increase required for salaries. Decatur Municipal Band reflects a 4.9% increase to reflect the budgeted increase for expenses. GO Debt Service reflects a decrease of 10.2%, which signifies the council's intent to allocate certain general fund revenue sources to capital projects.

The proposed property tax levy and projected assessed value would yield a property tax rate of \$1.5047845 per \$100 of assessed value. This would represent a slight reduction in the property tax rate versus the prior year property tax rate of \$1.61902 per \$100 of assessed value.

Of note, as the tax levy presented for approval defines the dollars to be raised in property tax revenue, the final property tax rate will be dependent upon the final assessed value, which is not yet determined. The final assessed value will be determined upon completion of the Macon County Assessor's valuation process, and approval / certification by the State of Illinois.

This tax levy and tax abatements will be used by Macon County Officials to calculate the tax extensions to appear on property tax bills issued to property owners in calendar year 2023 for property tax due in calendar year 2024.

Generally the city issues general obligation (GO) bonds whenever it issues bonded debt, regardless of whether the debt is for general government, for the city's utility capital, or other special purposes, because GO bonds always have the lowest interest rates applied to them. But under the law, GO bonds are automatically extended to the annual tax levy unless the City Council specifically abates them (removing them from the tax levy) because they have identified alternative revenue streams to pay the debt service. This is why the City Council has to approve such a long list of abatement ordinances every December. The abatement ordinances are included under the consent agenda.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Scot Wrighton, City Manager Ruby F. James, City Treasurer & Chief Financial Officer Shaunna Tonelli, Intern

BUDGET/TIME IMPLICATIONS:
Upon adoption of the City property tax levy and tax abatement ordinance(s), the City Clerk will file a certified copy of all ordinances with the Macon County Clerk. The tax levy must be filed no later than the last Tuesday in December.

ATTACHMENTS:

Description	Type
An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024	Ordinance

ORDINANCE NO. 2023 -

**AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR,
ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN
NECESSARY EXPENSES OF THE CITY FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024**

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 for 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 2023 and with tax payable in calendar year 2024.

NOW, AND THEREFORE, BE IT ORDAINED, 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, 2024, and ending on the 31st day of December, 2024, the sum of Thirty-One Million, Two Hundred Thirty-Six Thousand, One Hundred Eighty-Five Dollars and Forty Cents (\$31,236,185.40) 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 Fifteen Million, Four Hundred Fifty-Three Thousand, One Hundred Forty-Seven Dollars and Two Cents (\$15,453,147.02) resulting in a Net Tax Levy of Fifteen Million, Seven Hundred Eighty-Three Thousand, Thirty-Eight Dollars and Thirty-Eight Cents (\$15,783,038.38).

	Tax Levy \$	Abate \$	Net Tax Levy \$
Decatur Police Pension	5,924,839.00	-	5,924,839.00
Decatur Firefighter Pension	6,128,479.00	-	6,128,479.00
Decatur Public Library	3,072,539.38	-	3,072,539.38
Decatur Municipal Band	70,000.00	-	70,000.00
GO Bond 2010 Series C	275,600.00	137,800.00	137,800.00
GO Bond 2012	773,875.00	773,875.00	-
GO Bond 2013	1,879,500.00	1,879,500.00	-
GO Bond 2014	1,871,787.50	1,871,787.50	-
GO Bond 2015	1,764,125.00	1,764,125.00	-
GO Bond 2016	1,737,756.26	1,737,756.26	-
GO Bond 2017	379,600.00	379,600.00	-
GO Bond 2018	2,067,750.00	1,618,369.00	449,381.00

GO Bond 2019	1,031,629.26	1,031,629.26	-
GO Bond 2019 Series B	234,650.00	234,650.00	-
GO Bond 2020	2,202,855.00	2,202,855.00	-
GO Bond 2022	1,821,200.00	1,821,200.00	-
Total Tax Levy	31,236,185.40	15,453,147.02	15,783,038.38

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
Cover memo	Cover Memo
Ordinance	Ordinance

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: December 14, 2023

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2023

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance.

BACKGROUND:

City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

It is now necessary to reconcile the budget and appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time of adoption nor in previous amendments.

- The Human Resources division (039) in the General Fund; increase by \$25,000 the training line in this division for unbudgeted management training for senior staff.
- The Communications & Data division (018) in the General Fund; appropriate \$90,000 in additional expense as this division for unanticipated GIS related professional services.
- The Fire Department (070) in the General Fund; appropriate \$750,000 in additional personnel related expenses due to three years of back pay from an unresolved contract.
- The Traffic & Parking division (086) in the General Fund; appropriate \$400,000 for an unusually high number of large traffic accidents this year that required a much higher than usual amount of repairs.
- Wabash Crossing TIF Fund (21) appropriate \$500,000 due to the payouts to other tax jurisdiction now that the property tax assessments appeal has been settled.
- Eastgate TIF Fund (23) appropriate \$10,000 due to a larger than budgeted payments to the developer.

- The Building Fund (34); appropriate \$100,000 for capital expenses in for the final stages of the Second Floor Library build out.
- Band Fund (36) appropriate \$15,000 due to increased costs for professional services and sheet music.
- Foreign Fire Insurance Tax (37) appropriate \$40,000 for capital items.
- PEG Fund (40) appropriate \$20,000 for capital items related to upgrading the broadcasting of Council meetings.
- Debt Fund (50) appropriate \$10,000 for additional fiscal fees.
- Water Fund (80) appropriate \$1.5 million due to additional transfers of funds to the Water Capital Fund for projects.
- Water Capital Fund (81) appropriate \$4 million due for the East Clarifiers Conversion Project approaching completion faster than anticipated.
- Recycling Fund (88) appropriate \$300,000 for higher than budgeted disposal fees.
- Fire Pension Fund (90) appropriate \$500,000 for the additional employer portions of back pay now that the union contract has been negotiated.
- Police Pension Fund (91) appropriate \$1.6 million for additional employer portions of unanticipated overtime and other payroll costs.

POTENTIAL OBJECTION:

There are no known objections.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Scot Wrighton, City Manager
 Ruby F. James, City Treasurer & Chief Financial Officer
 Anthony Cooling, Budget and Revenue Officer

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.

ORDINANCE NO. 2023 –

**BUDGET RECONCILIATION ORDINANCE APPROPRIATING
ADDITIONAL MONIES FOR THE PURPOSE OF DEFRAYING THE
EXPENSES FOR CERTAIN FUNDS OF THE CITY OF DECATUR,
ILLINOIS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023**

WHEREAS, on December 5, 2022, City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

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

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 the fiscal year ending December 31, 2022 and set apart within the following designated funds for expenditures as follows:

Fund	\$ Amount
General Fund	1,265,000
Wabash TIF (#21)	500,000
Eastgate TIF Fund (#23)	10,000
Building Fund (#34)	100,000
Band Fund (#36)	15,000
Foreign Fire Insurance (#37)	40,000
PEG (#40)	20,000
Debt (#50)	10,000
Water (#80)	1,500,000
Water Capital (#81)	4,000,000
Recycling (#88)	300,000
Fire Pension (90)	500,000
Police Pension (91)	1,600,000
Total	9,860,000

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Cover memo

Resolution

Type

Cover Memo

Resolution Letter

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: December 18, 2023

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to Certain Funds to Affect a Positive Cash Position as of the Close of Business as of December 31, 2023

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Council Resolution to fund cash advances for those funds waiting on reimbursement from other sources.

BACKGROUND:

Funds of the City must have monies in an amount to affect a positive cash position as of the end of the fiscal year, in accordance with ordinance and state statute. Certain city funds may be in a position due to unforeseen circumstances to not have a positive cash position as of December 31, 2023.

Therefore, it is necessary for the City of Decatur to provide an interfund cash advance to these certain funds, to affect a positive cash position as of December 31, 2023.

Community Grant Fund – Interfund cash advance of \$25,000 may be necessary should Federal grant reimbursement funding not be received before December 31, 2023.

CDBG Fund – Interfund cash advance of \$200,000 may be necessary should Federal grant reimbursement funding not be received before December 31, 2023.

2018 Bond Fund – Interfund cash advance of no more \$482,509 than to pay for final close out of the new fire stations, the project being over budget. This was already approved as part of a budget amendment in June of FY2023.

Insurance Fund – Interfund cash transfer of unspent pay and benefit amounts from the General Fund in excess of the 90-day reserve in order to build up cash balance to maintain a \$2 million fund balance per best practice to cover large insurance claims in any given year, as the City is self-insured.

Capital Projects Fund – Interfund cash transfer of \$2 million dollars from the General Fund's special projects reserve in FY2023, the expense being budgeted in FY2024 in Capital Projects Fund.

Recycling Fund – Interfund cash advance in the amount of \$300,000 due to higher than budgeted disposal fees.

Public Mass Transit Fund – Interfund cash advance in an amount of \$1,000,000 may be necessary should State IDOT and Federal operating grant funding not be received before December 31, 2023. City Treasurer will affect interfund cash advances in such amount as is necessary to secure positive cash positions, in any and all funds affected.

As passed by the Library Board, to transfer for capital use, from the Library Operating Fund into the Library Capital Fund an additional \$200,000 to the \$200,000 already budgeted in FY2023 for a total of \$400,000.

Interfund cash advance(s) will be repaid in full in 2024 at the beginning of the fiscal 2024 year, or at such time that the Fund(s) have sufficient monies to repay the interfund cash advance.

POTENTIAL OBJECTION:

There are no known objections.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Ruby F. James, City Treasurer & Chief Financial Officer
Anthony Cooling, Budget and Revenue Officer

BUDGET/TIME IMPLICATIONS:

None.

RESOLUTION NO. 2023 –

**RESOLUTION AUTHORIZING THE CITY OF DECATUR TO PROVIDE AN
INTERFUND CASH ADVANCE TO CERTAIN FUNDS TO AFFECT A POSITIVE
CASH POSITION AS OF THE CLOSE OF BUSINESS AS OF DECEMBER 31, 2023**

WHEREAS, Funds of the City must have monies in an amount to affect a positive cash position at the close of business as of December 31, 2023, for the purpose of defraying incurred expenditures during the fiscal period; and,

WHEREAS, certain city funds may be in a position due to unforeseen circumstances to not have a positive cash position as of December 31, 2023, it is necessary for the City of Decatur to provide an interfund cash advance to these certain funds.

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

Section 1. That an Interfund Cash Advance in the amount of \$25,000 to affect a positive cash position at the close of business as of December 31, 2023, to the Community Grant Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 2. That an Interfund Cash Advance in the amount of \$200,000 to affect a positive cash position at the close of business as of December 31, 2023, to the CDBG Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 3. That an Interfund Cash Advance in the amount of no more than \$482,509 to affect a positive cash position at the close of business as of December 31, 2023, to the 2018 Bond Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 4. That an Interfund Cash Advance in the amount of \$1,000,000 to affect a positive cash position at the close of business as of December 31, 2023, to the Public Transit Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 5. That an Interfund Cash Advance in the amount of unspent pay and benefit amounts from the General Fund in excess of the 90-day reserve to affect up to a \$2,000,000 positive cash position at the close of business as of December 31, 2023, to the Insurance Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 6. That an Interfund Cash transfer in the amount of \$2,000,000 from the General Fund's special projects reserve to be transferred into the Capital Projects Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 7. That an Interfund Cash Advance in the amount of \$300,000 to affect a positive cash position at the close of business as of December 31, 2023, to the Recycling Fund of the City of Decatur, Illinois, be, and the same is hereby, received, placed on file, and approved.

Section 8. That the City Treasurer is hereby, authorized and directed to affect said interfund cash advances, as necessary, to affect a positive cash position as of December 31, 2023, to the Community Grant Fund, the CDBG Fund, the Public Transit Fund, on behalf of the City of Decatur, Illinois.

Section 9. That an interfund cash transfer for capital use, as passed by the Library Board, from the Library Operating Fund into the Library Capital Fund an additional \$200,000 to the \$200,000 already budgeted in FY2023 for a total of \$400,000.

Section 10. That the City Treasurer is hereby, authorized and directed to affect other interfund cash advances, as may arise, to affect a positive cash position as of December 31, 2023, to any city funds, on behalf of the City of Decatur, Illinois.

Section 11. That the City Treasurer is hereby authorized and directed to repay in full the Interfund Cash Advance amounts transferred herein to the City of Decatur Funds at the beginning of the 2024 fiscal year, or at such time that the Funds have sufficient monies to repay the interfund cash advance to the City of Decatur.

PRESENTED and ADOPTED this 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Financial Management

DATE: 12/18/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, CFO and City Treasurer

SUBJECT: Resolution Adopting the Intergovernmental Agreement concerning the Illinois State Comptroller Local Debt Recovery Program

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution adopting the Intergovernmental agreement between the Illinois State Comptroller and the City of Decatur, Illinois, concerning the Local Debt Recovery Program. This will also grant the CFO the authority to enroll the City of Decatur in the Illinois State Comptroller Local Debt Recovery Program for the purpose of collecting past due accounts for the City of Decatur, primarily parking tickets, ordinance violations, court fines and fees, licensing fees, food and beverage taxes, utility bills, and any other charges levied by the City of Decatur.

BACKGROUND:

Currently, the City of Decatur sends a notice to residents and businesses if they are more than 30 days past due on their debt to the City. After another 30 days past due, the debt is turned over to a collection agency or placed with the City's counsel for further action towards debt collection. Often the debt can go uncollected. Current outstanding parking tickets are over \$1 million. Current outstanding utility bills are over \$720,000.

The Illinois State Comptroller's Office has at their disposal an extensive set of options with which to collect debt for those who enroll in their program. Among the options are:

- Income tax refunds
- State employee paychecks
- State vendor contracts
- Lottery
- Unclaimed property

Debt must be less than 7 years old and more than \$10. Debtor has 60 days to make a protest and

defend their position. The associated fee of \$20 for placing the debt with the Illinois State Comptroller will be collected from the debtor.

The Intergovernmental Agreement with Illinois State Comptroller's Office has been reviewed by City Counsel and the requirements for the program have been met.

The City currently uses Midwest Credit Collections to help collect outstanding debt. Accounts currently at the collection agency can be sent to the State Comptroller for further collection efforts while continuing to utilize Midwest Credit Collections as well.

The Council directed staff to move forward with this measure as an additional strategy for fairer debt collection and to reduce the amount of delinquencies left behind by tenants (when the new policy on deposits was approved).

POTENTIAL OBJECTIONS: No known objections.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Ruby James, CFO and City Treasurer

BUDGET/TIME IMPLICATIONS:

The program requires monthly data management, which will be monitored and administered in the Finance Department. Potentially, this program will bring in additional revenues that would have otherwise gone uncollected.

ATTACHMENTS:

Description	Type
Resolution Adopting an Intergovernmental Agreement Between the City of Decatur, Illinois and the Illinois State Comptroller Concerning the Local Debt Recovery Program	Resolution Letter
Intergovernmental Agreement between the City of Decatur Illinois and the Illinois State Comptroller	Backup Material

RESOLUTION NO. R –

**RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DECATUR, ILLINOIS AND THE ILLINOIS STATE COMPTROLLER
CONCERNING THE LOCAL DEBT RECOVERY PROGRAM**

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

Section 1. That the Intergovernmental Agreement between the City of Decatur, Illinois, and the Illinois State Comptroller concerning the Local Debt Recovery Program be adopted.

Section 2. That the CFO/City Treasurer be authorized to enroll the City of Decatur in the Illinois State Comptroller Local Debt Recovery Program and sign the Intergovernmental Agreement with the Illinois State Comptroller's Office.

Section 3. That the CFO/City Treasurer, is hereby, authorized as the main contact for the Program to act on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 18th day of December, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF DECATUR, ILLINOIS
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the City of Decatur, Illinois (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

- A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.
- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

- (vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,
- (viii) the date of final determination of the debt.
- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.
- (b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.
- (e) For purposes of this Agreement, “chief officer of the local unit” means the Chief Financial Officer
- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

- 1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. **The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data.** The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
- 2. Fee. A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
- 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.
5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.
6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 217-424-2417.
7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if an offset occurred due to inaccurate debt information or over collection, and

the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work

cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: George Alonistiotis, Director – Department of Government and Community Affairs
2. Local Unit: Ruby F. James – Chief Financial Officer

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Adam Alstott, General Counsel
Illinois Office of the Comptroller
325 West Adams Street
Springfield, Illinois 62704
Phone: 217-558-5157
E-mail: Adam.Alstott@illinoiscomptroller.gov

Local Unit: Ruby F. James, Chief Financial Officer
City of Decatur
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
Phone: 217-450-2226
E-mail: rjames@decaturil.gov

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the City of Decatur, Illinois. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of Decatur, Illinois by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Susana A. Mendoza

Title: Comptroller

City of Decatur, Illinois

By: _____

Date: _____

Name: Ruby F. James

Title: Chief Financial Officer

City Clerk

DATE: 12/14/2023

MEMO:

TO: Mayor Julie Moore Wolfe
Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Regarding the Illinois Paid Leave for All Workers Act for the City of Decatur, Illinois

SUMMARY RECOMMENDATION: It is recommended that the ordinance be adopted.

BACKGROUND:

Earlier this year, the Illinois General Assembly adopted legislation mandating that all employers provide paid leave to their employees. The bill was signed into law by the Governor. The legislative intent of the bill is commendable, because employers should provide reasonable paid time off to their full-time staff under a consistent benefits plan. The city of Decatur exceeds the requirements of the new law. However, the bill was drafted rapidly, was not thoroughly vetted and had several unintended consequences. The Illinois Municipal League sought to correct these deficiencies during the Fall Veto Session, but was not successful.

The new legislation exempts public school districts and park districts in recognition of the fact that these units of government have large numbers of part-time and seasonal staff. No such exemption was offered to municipalities. Nor did the new bill adequately clarify when cities and other public employers can maintain their existing paid leave provisions on matters that are left client in the legislation. Finally, the new legislation did not pre-empt home rule authority, so we believe that home rule cities can opt out if they wish. Under the circumstances, and because the city of Decatur already has a generous paid leave policy, I recommend that the council act to both protect its existing policies, and exercise its home rule opt-out option. This action must be taken by the end of 2023.

PRIOR COUNCIL ACTION: None

BUDGET/TIME IMPLICATIONS: The new legislation does not have a large financial impact on the city of Decatur because the city has comparatively few seasonal and part-time staff (lake patrol staff, summer laborers, a few part-time office staff). Paid time off benefits provided to the city's full-time staff greatly exceed the mandates of the new bill. However, it creates scheduling and logistic problems (e.g., providing vacation for short-term summer workers at the lake would be disruptive).

ATTACHMENTS:

Description	Type
Ordinance Regarding the Illinois Paid Leave For All Workers Act	Ordinance

ORDINANCE NO. _____

**AN ORDINANCE REGARDING THE ILLINOIS PAID LEAVE FOR
ALL WORKERS ACT FOR THE CITY OF DECATUR, ILLINOIS**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the City of Decatur is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and, pursuant to the provisions of said Section 6 of Article VII, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) (the “Act”); and

WHEREAS, the State of Illinois did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act (30 ILCS 805/1 *et seq.*); and

WHEREAS, the Act does not include any express limitation on the City’s home rule authority as required by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, effective January 1, 2024, the Act requires an employer to provide certain paid leave to their employees, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees; and

WHEREAS, the City recognizes the importance of paid leave and currently provides reasonable paid leave benefits to its employees, often in excess of what the Act would otherwise require; and

WHEREAS, the City has determined that applying the Act to its own employees will negatively impact the City and place an undue financial and operational burden on the City’s ability to provide uninterrupted services to its residents; and

WHEREAS, the City believes and hereby declares that it is in the best interests of the City to clearly define the paid leave benefits that the City employees shall receive and to opt out of the Act.

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

SECTION 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2. The City hereby adopts its current paid leave policy for all City employees as set forth in the City Code of Decatur and Administrative Policy and Procedure and any collective bargaining agreements to which the City is a party and all other binding legislative actions governing paid leave adopted by the Mayor and City Council or any other policies implemented by the City Manager, as may be amended from time to time. The City shall provide paid leave to all eligible employees in an amount no less than what is required pursuant to the initial version of the adopted Act.

SECTION 3. Pursuant to the City's home rule authority, the City hereby declares that the City, as an employer, is exempt from the requirements of the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*). The City, as an employer, shall have no additional obligations with regard to mandatory paid leave, including, without limitation, any obligations provided under the Act, except those obligations required by federal and/or state law which validly preempt the City's home rule authority.

SECTION 4. Repeal of Conflicting Provisions. All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 5. Severability. If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 6. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ATTACHMENTS:

Description

Memo

Resolution

Type

Cover Memo

Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: December 14, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic and Community Development

SUBJECT: Resolution Re-Allocating CDBG-CV Funds and American Rescue Plan Act Funds

RECOMMENDATION: Staff recommends the City Council approve a resolution re-allocating CDBG-CV funds and American Rescue Plan Act funds.

BACKGROUND: The Community Development Block Grant Coronavirus (CDBG-CV) response grants and American Rescue Plan Act grant were provided as supplemental funding to CDBG grantees and Municipalities under the CARES Act, to fund a wide range of infrastructure and community development activities to help communities prevent, prepare for, and respond to the direct and indirect effects of the COVID-19 pandemic and to mitigate future risks. In February of this year, the City Council approved a resolution to allocate an unobligated balance of approximately \$1.1 million dollars of CDBG-CV funds for the following projects:

- \$250,000 to Dove for utility, rent and mortgage relief.
- \$250,000 to partially fund the Garfield Park/Garfield site catalyst project.
- \$250,000 to the Old Kings Orchard Community Center urban agriculture and recreation site project.
- \$280,000 to fund the acquisition and rehabilitation of the former Wee Folks building on North Jasper Street.

Accordingly, the City Council adopted agreements with DOVE and OKO Community Center and acquired the former Wee Folks property. An agreement with the Decatur Park District for the Garfield project will be on the council’s January agenda.

1. **Additional Rent and Utility Assistance to Dove Inc.** –Dove expressed the need for additional funds to help keep residents in their homes by providing rent and utility relief. The City Council approved \$250,000 in CDBG-CV funds for this effort to Dove.
2. **Realignment and reconfiguration of Garfield Park (catalyst project)** - In partnership with the Decatur Park District, \$250,000 will be used as a matching grant to reconfigure the existing park into a more user friendly and updated park that the community will utilize and be an integral part of the much larger Garfield catalyst project. A portion of the existing park will be transferred to the city and become a part of the mixed-use redevelopment of the Garfield site. These funds will be used for Garfield site catalyst project costs, outside the rehabilitation of Garfield School.

3. **Old Kings Orchard (OKO) property repurposing and Urban Ag catalyst project** – Urban Agriculture coupled with work and life skills development is the theme of catalyst projects planned for the OKO neighborhood. The City Council has approved an agreement with OKO Community Center for an urban agriculture project and work life skills program, and recreation site on the south side of OKO neighborhood in the amount of \$250,000.
4. **Acquisition, campus realignment and improvement of Wee Folks Properties** – The former Wee Folks building located on North Jasper street was formally a childcare facility that had to close during the peak of the coronavirus pandemic. This left a significant gap in the childcare ecosystem. City staff has identified an operator that is willing to re-start a quality childcare facility in the Wee Folks building if they do not have to service a mortgage on the building. This would be one of the few childcare facilities in the urban core. This is also an effort to start implementing results from the Jasper Street Great Streets Great Neighborhoods project. The realignment of this entire area will ensure that the city is a partner in a catalyst project that includes the parcels west of Jasper and south of Condit, including the Boys and Girls Club facility, the former DMCOC building, and Hope Academy. Together they can be a neighborhood catalyst and a destination area near some of the most challenged neighborhoods in our community. Approximately \$280,000 was allocated for this project, including the acquisition cost of \$180,000.

The proposed resolution alters Council's original allocation as follows:

- \$250,000 to potentially fund the Garfield Park/Garfield site catalyst project.
- \$250,000 to the Old Kings Orchard Community Center urban agriculture and recreation site project.
- \$530,000 to the Wee Folks building rehabilitation.

Even though Dove made diligent efforts to expend the \$250,000 approved by Council to assist individuals and families with rent and utility relief, they have been unable to disburse the funds due to HUD restrictions requiring proof of pandemic displacement. At the same time, the costs of rehabilitating the Wee Folks building have become much more expensive than first anticipated (but it is still well below the cost of building a new day care center of this size). Based on printed guidance from Department of Children and Family Services (DCFS), the following items must be addressed:

- Asbestos abatement – Approximate cost is \$80,000.
- New Flooring – Approximate cost is \$90,000.
- Paint asbestos tile, handrails, doors/windows frames – Approximate cost is \$60,000.
- Install Fire Suppression System and Water Supply – Approximate cost is \$145,000.
- Installation of New Roof Top HVAC Unit – Approximate cost is \$375,000.
- **TOTAL ESTIMATED REHABILITATION COST - \$750,000**

Rehabilitating the former Wee Folks childcare facility is critical to the workforce development initiative for Decatur-Macon County and will immediately provide an additional 250 childcare openings per shift (operator is proposing to ultimately run three shifts once at scale) and help eliminate barriers currently preventing people from re-entering the workforce. Again, this is a

direct implementation of the Decatur-Macon County Workforce Assessment and Jasper Street Great Streets Great Neighborhoods Roadmap, approved by Council. It is staff's recommendation to reallocate the unspent CDBG-CV funds allocated to Dove and to also reallocate \$360,000 - \$400,000 of American Rescue Plan Act funds allocated to the Economic and Community Development Department for the rehabilitation of the former Wee Folks building.

Summary of Wee Folks costs (revised) and proposed revenue offsets:

	<u>Estimated Expenditure</u>	<u>Revenue</u>
Land and Building Acquisition	\$180,000	
Rehabilitation Cost	\$750,000	
CDBG-CV Reallocation		\$530,000
ARPA Reallocation		\$400,000
TOTAL:	\$930,000	\$930,000

ATTACHMENTS: None

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION RE-ALLOCATING CDBG-CV FUNDS AND AMERICAN RESCUE
PLAN ACT FUNDS**

WHEREAS, the City has received Community Development Block Grant (CDBG-CV) funds to be utilized for a wide range of community development activities to assist communities with preventing, preparing for, and responding to the direct and indirect effects of the coronavirus pandemic and to mitigate future risks; and,

WHEREAS, the City has received American Rescue Plan Act (ARPA) funds to be utilized to prevent, prepare for, and respond to coronavirus, including energy efficient upgrades, rehabilitation, and repairs for health improvements; and,

WHEREAS, the City wishes to re-allocate \$530,000 of its portion of the CDBG-CV funds for the acquisition and rehabilitation of the former Wee Folks childcare facility; and,

WHEREAS, the City wishes to re-allocate up to \$400,000 of its portion of the ARPA funds for the rehabilitation of the former Wee Folks childcare facility; and,

NOW, THEREFORE, be it resolved by the City Council of the City of Decatur, Illinois;

SECTION ONE. The City Council agrees to re-allocate CDBG-CV funds and ARPA funds for the purpose outline above and direct the City Manager, Director of Economic and Community Development, and Assistant Director of Economic and Community Development to amend the existing Action Plan and Consolidated Plan.

PRESENTED, PASSED, APPROVED and RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

DATE:

MEMO:

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Approving Variances and Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign, Commonly Known as Billboards Placement

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Robinson Agreement	Backup Material
Location 1	Backup Material
Location 2	Backup Material

MEMO

DATE: December 18, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Variances and Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign, commonly known as Billboards Placement

RECOMMENDATION: It is recommended by staff that this item be approved as presented by adding additional public open space and revenue to offset the impacts of the proposed signage.

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

Additionally, the City has contemplated ways to make sure that the vacant triangle at West Grand and Route 48 is not developed in a way that compounds sight distance and complex traffic movements. The triangle is within the Grand TIF and adjacent to the Garfield School project. The property simply is not big enough to have another business built on the site, despite the fact a liquor store was there in the past. The property has been on the market for a long time. Staff believes the highest and best use is the placement of a billboard on one corner of the site with the rest of the property being donated to the City for open public space. This use fits in with the redevelopment of the former Garfield School, keeping this primarily open space. Additionally, Robinson will provide a cash contribution to the City to be used in this neighborhood to mitigate any negative impacts caused by this proposed sign.

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

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

RESOLUTION NO. R2023 _____

**RESOLUTION APPROVING VARIANCES AND AUTHORIZING A
REDEVELOPMENT AGREEMENT WITH ROBINSON OUTDOOR ADVERTISING
FOR OFF-PREMISE SIGN, COMMONLY KNOWN AS BILLBOARDS, PLACEMENT**

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

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

WHEREAS, City Plan Commission has heard and recommended the variance petitions for these two proposed locations; and,

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

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

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

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

PRESENTED AND ADOPTED this 18th day of December, 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

DEVELOPMENT AGREEMENT
(Decatur, IL– Billboards)

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

RECITALS

- A. WHEREAS**, Developer represents that it has an equitable and/or legal interest (being a leasehold interest) in a portion of the parcel of real property at the intersection of Illinois Route 121 and East Maryland Street in Macon County, Decatur, Illinois and having an assessor's parcel ID number (PIN) 09-13-28-101-009 (the "Route 121 Property") as shown in Exhibit A Site Plans, upon which Developer intends to develop and operate a digital off-premise sign (billboard) as shown in Exhibit B Billboard Renderings attached hereto (the "Route 121 Billboard"); and
- B. WHEREAS**, Developer represents that it has an equitable and/or legal interest the parcel of real property at the intersection of Illinois Route 48 and North Oakland Ave in Macon County, Decatur, Illinois and having an assessor's parcel ID number (PIN) 04-12-09-285-001 (the "Route 48 Property") as shown in Exhibit A Site Plans, upon which Developer intends to develop and operate a digital off-premise sign (billboard) as shown in Exhibit B Billboard Renderings attached hereto (the "Route 48 Billboard"); and
- C. WHEREAS**, Developer intends to convey the entire Route 48 Property to the City while maintaining a perpetual easement to gain access for maintenance of the Route 48 Billboard; and
- D. WHEREAS**, in conjunction with the development of the Route 121 and Route 48 Billboard on the Route 121 and Route 48, the City has agreed that it will allow for certain variances from the City's Zoning Ordinance described in Section 2 Variances; and
- E. WHEREAS**, the Plan Commission of the City, being a commission duly designated by the Corporate Authorities for such purpose has, on December 14, 2023, held a public hearing on the proposed variances described in Section 2 and recommended approval of the variances to the Decatur City Council by a unanimous vote in support of this recommendation; and
- F. WHEREAS**, due notice of said public hearing with respect to the proposed Variances was given and published in the manner required by law, and said public hearing was held in all respects in a manner conforming to law; and
- G. WHEREAS**, in conjunction with the development of the Route 121 and Route 48 Billboard on the Route 121 and Route 48 Properties, the Developer has agreed that it will provide certain Public Benefits to the City of Decatur described in Section 3 Public Benefits; and

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

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

1. **BILLBOARD DEVELOPMENT PLANS.**

- 1.1 **Route 121 Billboard.** Developer intends to construct a 12-foot by 24-foot two sided digital off-premise sign (billboard) with back to back displays erected at no greater than a thirty (30) degree angle to each other as shown in Exhibit B Billboard Renderings.
- 1.2 **Route 48 Billboard.** Developer intends to construct a 12-foot by 24-foot three sided digital off-premise sign (billboard) as shown in Exhibit B Billboard Renderings.
- 1.3 **City Permits.** Developer shall apply for all applicable City building permits for each billboard and shall not commence construction until the applicable building permits are issued by the City's Building Inspection Division.
- 1.4 **State Permits.** Developer shall apply for all applicable State permits for each billboard and shall not commence construction until the applicable building permits are approved and provided to the City.
- 1.5 **Electronic Message Unit Sign Usage.** Developer shall operate each billboard in accordance with the requirements of Paragraphs XXVI.F.9.g, XXVI.F.9.h and XXVI.F.9.i in the City's Zoning Ordinance, listed below:
- 1.5.1 Off-premise electronic message unit signs located in all permitted zoning districts shall be static, constant and steady in nature. Off-premise electronic message unit signs shall not scroll or travel, flash, grow, melt, x-ray, up or down, bounce, inverse, roll, twinkle, snow or present pictorials or other animation. Displayed messages shall not change at a rate greater than one (1) message per every ten (10) seconds.
- 1.5.2 Off-premise electronic message unit signs shall adjust brightness in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public and the comfort of the neighboring residential uses. The spillover at any property line shall not exceed 0.5 foot-candles.
- 1.5.3 All off-premise electronic message unit signs must be connected to the Emergency Communications Systems which may override any display at any time.

2. **VARIANCES.**

2.1. **Route 121 Billboard.**

- 2.1.1. Developer is requesting a variance from Section XXVI.F.9.c of the City's Zoning Ordinance to allow the placement of this billboard within 750 feet of another billboard. The billboard is proposed to be more than 650 feet, but less than 750 feet,

from an existing multi-tenant sign for the Walmart Shopping Center which is considered a billboard due to its offsite advertisement, as shown in Exhibit B Site Plans

2.2. Route 48 Billboard.

- 2.2.1. Developer is requesting a variance from Section XXVI.F.9.k of the City's Zoning Ordinance to allow the billboard to be placed in between Pershing Rd and the Sangamon River on IL Route 48.
- 2.2.2. Developer is requesting a variance from Section XXVI.F.9.a of the City's Zoning Ordinance to allow for a three-sided billboard. The Zoning Ordinance only allows for one or two -sided billboards.
- 2.2.3. Developer is requesting a variance from Section XXVI.B.10 of the City's Zoning Ordinance to allow the billboard to be placed in a right-of-way, boulevard or other publicly-owned space. Developer intends to convey the Route 48 Property to the City while maintaining a perpetual easement to gain access for maintenance of the Route 48 Billboard. Proof of liability insurance and indemnification of the City for placement of this billboard on publicly-owned property is shown on Exhibit D.

3. PUBLIC BENEFITS.

- 3.1.1. Developer shall convey the Route 48 Property to the City after the billboard is constructed and all Sign Permit inspections are completed and approved. The Warranty Deed conveying the property to the City and the perpetual easement granting the Developer maintenance access for the billboard to be recorded after the sign permit inspections are completed and approved are shown in Exhibit C. The City shall reserve the right to not accept the property based on the environmental reports of the property. Should the City not accept the property, the City shall still have the right to utilize the property as a publicly-owned space, at no cost to the City.
- 3.1.2. The City will receive \$65,000 for this agreement which is intended to be used in this neighborhood to offset the impact of this new sign. The payment shall be provided within 30 days of the approval of this agreement.
- 3.1.3. The City will have the right display any public service announcement within a reasonably requested timeframe. Additionally, the City shall receive free advertising on any vacancies with Robinson Outdoor Digital Billboards in Decatur and the surrounding area as long as any of these two billboards are in operation.

4. DEFAULT AND REMEDIES.

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

cumulative and not exclusive. In addition to any and all other declarations of default contained elsewhere in this contract, events of default shall include but not be limited to the following:

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

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

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

To Developer:

Robinson Outdoor, LLC

Attn: Delbert Riehn

50 Robinson Industrial Drive

Perryville, MO 63775

To City:

City of Decatur

Attn: City Manager

1 Gary K. Anderson Plaza

Decatur, Illinois 62523

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

7. REPRESENTATION AND WARRANTIES.

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

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

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

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

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

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

DEVELOPER:

ROBINSON OUTDOOR, LLC.,

A Missouri limited liability company

By:_____

Name:_____

Title:_____

Date of Execution:_____, 2023

CITY:

THE CITY OF DECATUR, ILLINOIS

a municipal corporation

By:_____

Name:_____

Title:_____

Date of Execution:_____, 2023

EXHIBITS

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

Exhibit B: Billboard Renderings

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

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

DECATUR, IL

📍 1910 Mt. Zion Rd



Size:
12 x 24



Read: Left Hand

Type: Digital

Impressions: 74,900/week

County: Macon

GPS: 39.819865, -88.877983

ROBINSON
OUTDOOR

573.768.8100 | info@robinsonoutdoorllc.com | robinsonoutdoorllc.com

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DECATUR, IL

📍 1910 Mt. Zion Rd



Size:
12 x 24



Read: Right Hand

Type: Digital

Impressions: 74,900/week

County: Macon

GPS: 39.819865, -88.877983

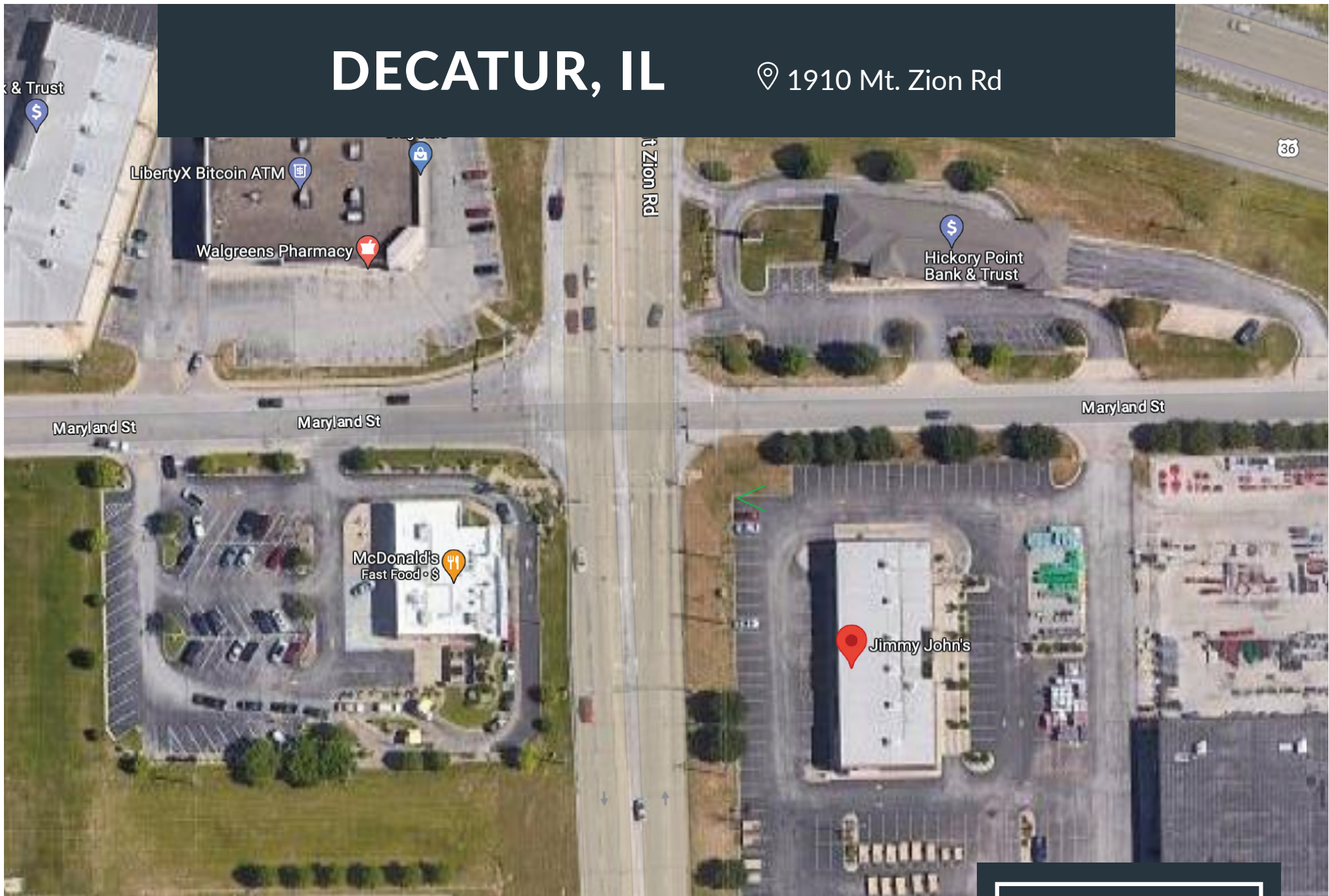
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DECATUR, IL

📍 1910 Mt. Zion Rd



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DECATUR

ROBINSON
OUTDOOR

N OAKLAND AVE

1336

1350

1076

DECATUR

ATTACHMENTS:

Description	Type
Memo for CivicPlus	Cover Memo
Resolution	Resolution Letter
CivicEngage Central	Backup Material
CivicPlus Quote	Exhibit

MEMO

DATE: December 18, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Ryan Huffer, Communication Coordinator

SUBJECT: Resolution Accepting the Proposal from CivicPlus for a New Website and Communication Platform

RECOMMENDATION: It is recommended by staff that this item be approved as presented.

BACKGROUND: It is an ongoing desire from the City Council that the City continue to improve communication and civic engagement with our residents and businesses. One of the most important communication tools and modalities that we have is the City's website. The City website serves as the central library for most if not all City public announcements and documents and serves as a transparent timeline. Although we have started actively using social media to engage and communicate with our citizens, these platforms usually refer a person back to the City website for more in-depth information.

The current City website has not received significant updates since it was launched in 2016. The website has been kept up to date as far as content is concerned, but the website has not been reorganized or refreshed as more information has been added over the years. All websites are recommended to be refreshed or redesigned every 3-5 years, particularly municipal websites which are far more encompassing than other types of websites.

After researching various websites, web developers and communication platforms over the past year, staff are recommending a new website altogether as shown in the attached proposal and backup material from CivicPlus. They are the largest municipal website company in the country, and they have developed more than 5,000 municipal websites. This is more than just a replacement website, but a new communication platform which includes a website, automatic communication tools, and more. An additional benefit is that the City is already using other products within the CivicPlus product umbrella, thus consolidating the number of companies the City uses for different services.

CivicPlus designs websites with the goal of getting a user to their desired information in three clicks or less. This proposal includes a chatbot powered by AI technology, which uses website content to automatically provide answers to citizen questions. The proposal includes a newsletter tool, making it easy to design and electronically deliver a City newsletter, eliminating the need for additional services like Constant Contact.

The website design will also be created with a mobile-first mindset, meaning all pages will be optimized for mobile device usage, which is where a majority of our users are accessing our page. Also included in this proposal is a 48-month redesign to keep website information and design current. The website will also ensure that the City website is ADA compliant.

The cost of the website project is much cheaper than anticipated and had been budgeted (\$46K vs \$75K). We were able to negotiate a significant discount as a part of this project. This new platform will take our communications to the next level. CivicPlus also has additional tools that might be considered in the future as we reevaluate some of our existing tools (Agenda Management System) and potentially needed tools (CRMs).

STAFF REFERENCE: If the City Council have any questions, they may contact Deputy City Manager Jon Kindseth, or Communication Coordinator Ryan Huffer.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL FROM CIVICPLUS FOR A NEW
WEBSITE AND COMMUNICATION PLATFORM**

WHEREAS, the City has a website which serves as a primary communication tool; and,

WHEREAS, the City has utilized the current website since 2016 and has not had significant redesign since that same date; and,

WHEREAS, City staff compared and reviewed multiple website companies; and,

WHEREAS, CivicPlus is one the largest governmental website companies, with a focus on municipal websites and the capability to improve the communication tools available to the City.

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

Section 1. That the proposal and statement of work for the website replacement be received and placed on file in the City.

Section 2. That the proposal from CivicPlus for the website project with the capabilities as presented in attached Exhibit be hereby accepted, and a purchase order awarded accordingly.

Section 3. That city staff be, and is hereby, authorized and directed to execute the necessary documents between the City of Decatur, Illinois, and CivicPlus for their website and communication services.

PRESENTED and ADOPTED this 18th day of December 2023.

Julie Moore Wolfe, Mayor

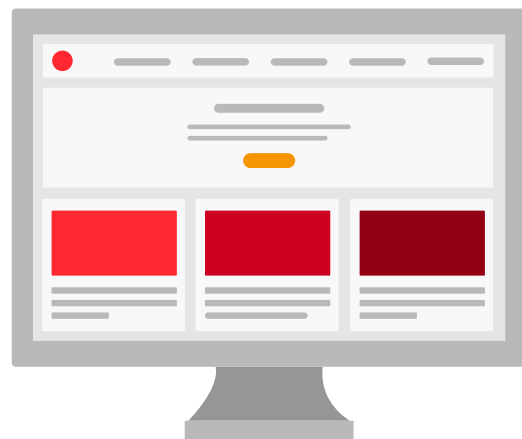
ATTEST:

Kim Althoff, City Clerk

CIVICENGAGE[®]
municipal websites
CENTRAL

Premium Implementation

Proposal Valid Through March 31, 2023



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2022 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



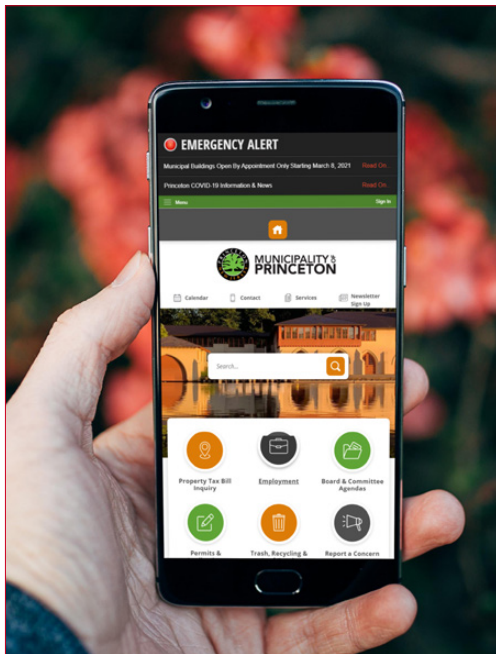
CMS Features & Functionality



The CivicEngage Central (CivicEngage) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets



RESIDENT ENGAGEMENT

CivicEngage offers many effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Calendar – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

Submit Requests and Report Issues – Allow residents to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types) via Citizen Request Tracker (CRT).

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

News – Post news items and keep your residents up to date on important information via News Flash.



Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Modal – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGEMENT

CivicEngage comes fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Archive Center – Manage and retain serial and older documents.

Document Center – Organize and manage documents in one central repository.

Image Repository – Store all your images in one central location, to utilize individually or create slideshows on your site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.



DEPARTMENT-SPECIFIC

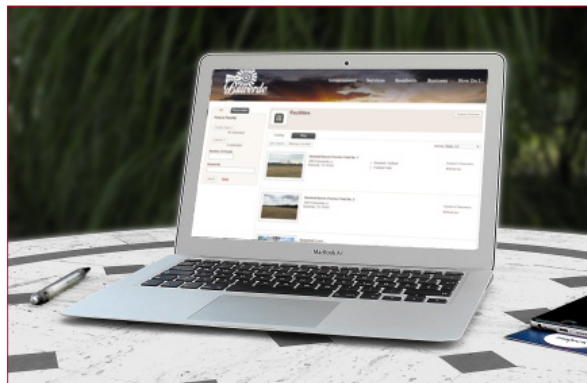
There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

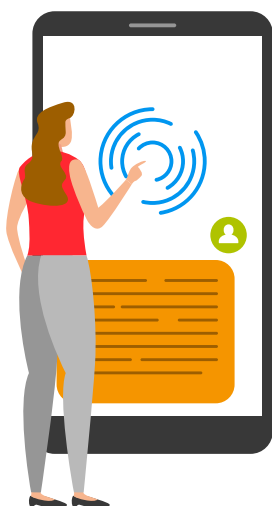
Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.



COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Community Voice Widget – Encourage civic participation and engagement by adding specific discussion areas to relevant pages.



Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Notify Me Widget – Place specific Notify Me subscriptions lists on pages to allow users to sign up for the exact lists you recommend.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.



Administrative Features

The administration of your CivicEngage website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.



Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published or reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is CivicEngage easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment gateway to accept payments on your website (separate agreement must be made directly between you and the chosen approved gateway provider). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>.



Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing website. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a website that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content created in the editor for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to customers via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our customers. Additional details and a quote can be provided upon request.



MONSIDO POWERED BY CIVICPLUS

Additional Website Optimization & Compliance Tools – Monsido is an easy-to-use web governance platform available to purchase and add to your project. Monsido's tools help you identify, prioritize and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards. Additional details and a quote can be provided upon request.

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

The CivicPlus Portal is the ideal addition to your website to create personalized, one-stop access for your residents to obtain information, resources, and interact with your municipality. By allowing residents to build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, they'll be more likely to conduct regular revenue-generating business with your municipality, and your staff will benefit from reduced phone calls, walk-ins, and emails.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center
- An integration that will push a new Calendar Event to post directly in the News Flash module



Implementation

Premium Project Timeline

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical premium project ranges from 16 – 28 weeks. Your exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

PHASE 1: INITIATE	2-4 Weeks	• Project Kickoff Meeting • Planning & Scheduling
PHASE 2: ANALYZE	4-6 Weeks	• Customer Deliverable Submission • Consulting Engagement (if purchased) • Design Discovery Meeting • Content Process Meeting
PHASE 3: DESIGN & CONFIGURE	6-10 Weeks	• Design Concept Development • Design Concept Meeting • Content Development • Agendas & Minutes Migration • Website Completion
PHASE 4: OPTIMIZE	1-2 Weeks	• Website Finalization
PHASE 5: EDUCATE	1-2 Weeks	• Training Engagement
PHASE 6: LAUNCH	2-4 Weeks	• Launch Confirmation Meeting • Website Launch



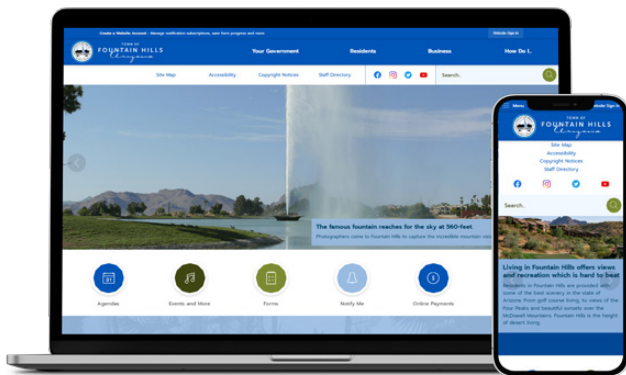
Premium Package Designs

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

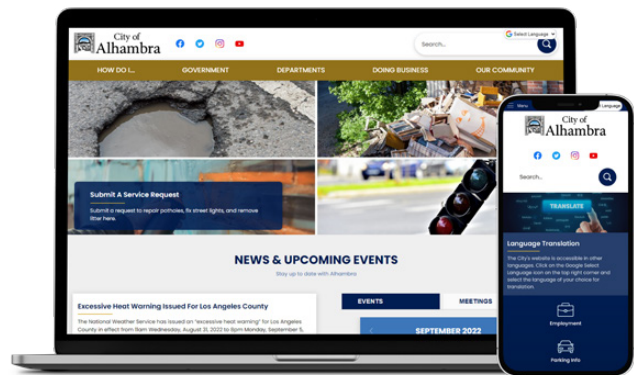
We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one advanced design, if desired, component—a layout or design element that requires significant time to style and implement. Working with your art director, you'll identify the appropriate component, if desired, to achieve or enhance the usability goals for your website.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the premium implementation package.



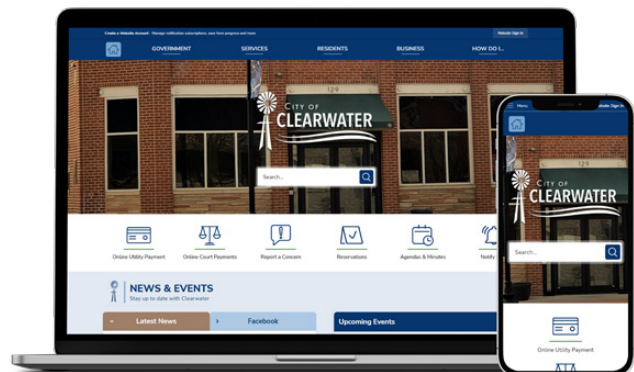
Fountain Hills, AZ
fountainhillsaz.gov



Alhambra, CA
cityofalhambra.org



Orange, TX
orangetexas.gov



Clearwater, KS
clearwaterks.org



Approaching Your Project Implementation

Communication between you and your CivicEngage team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work



The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Phased Approach

PHASE 1: INITIATE

Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

PHASE 2: ANALYZE

Customer Deliverables – You will be responsible for submitting deliverables as outlined.

Consulting Engagement (if purchased) – During your consulting sessions, your consultant will meet with you to evaluate needs and make recommendations for implementation solutions. This consulting will help your organization facilitate the tough conversations that happen when you put a microscope to your current processes, solutions, and website presence. Further, we will also guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting – Meet with your project manager and web content specialist to detail our content development process.



PHASE 3: DESIGN & CONFIGURE

Design Concept Development – You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your project team on any feedback and then final approval.

Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – You will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the CivicEngage project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver virtual and/or on-site training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your CivicEngage project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.



Recurring Redesign (if purchased)

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. A recurring redesign can occur every three, four, or five years - depending on the timeframe purchased. Unlike other vendors, our redesigns aren't just changes in the colors or some of the buttons as your staff can do that independently. With a CivicPlus recurring redesign, you can receive a completely brand-new website design and layout after a set number years (as purchased) of continuous service during our partnership. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

Your Role During Implementation

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of your CivicEngage website.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.



AWARD-WINNING

CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze

Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1000 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

2021 Support Metrics

- Total Tickets – 103,759
- Average Chat Response – 3:48 Minutes
- Average Phone Response – 7:57 Minutes
- Customer Satisfaction Score – 95.7%
- Solved in One Touch – 71.2%





ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our CivicEngage customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the CivicEngage roadmap and will be able to submit ideas for improvements and enhancements.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches



Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

Data Center	• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365
Bandwidth	• Multiple network providers in place • Burst bandwidth – 22 Gb/s • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
Hosting	• Engage software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO) • 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source and type • Monitor attack for threshold* engagement
DDoS Advanced Security Coverage	• Not Included - additional coverage available at time of event (fees will apply) • Additional fees will apply

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Optional Enhancements

AUDIOEYE MANAGED

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy-to-use interface. The AudioEye Toolbar offers web personalization tools. Conforming to Web Content Accessibility Guidelines (WCAG) 2.1 has never been easier.

CIVICPLUS CHATBOT POWERED BY FRASE

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to citizens using your website. Our Chatbot crawls your website and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately.

CIVICSEND

CivicSend is a visually rich communication module for government, used to efficiently distribute general (non-emergency) communication to citizens. CivicSend is more than a simple email newsletter tool—it provides CivicPlus customers with a single point of access, via integration with CivicEngage, to multiple communication channels, including email, SMS/text, Facebook, and Twitter. CivicSend centralizes communication, saves administrative users time, and improves overall productivity.

DEPARTMENT HEADER PACKAGES

A department or division within your organization may need a personalized digital presence. A Department Header Package is a cost-effective way for these groups to differentiate themselves informatively and graphically from the look of the main website while still benefiting from the functionality, service, and support of your CivicEngage system.

Unique Customizations Available (varies depending on package chosen):

- Department-specific URL
- Separate SSL Certificate / DNS & Hosting
- Department Logo
- Homepage to fit your department style
- Utilize features on your page for your specific department needs
- Unique navigation and menus
- Custom background image and/or slideshow images
- Unique buttons and links
- Department-specific search
- Department specific access to control your page content
- Customized colors

INTERIOR BANNERS

A cost-effective way to bring a different look to specific pages or departments is by placing a unique banner image on those pages. Each banner can rotate through as a slide show. The option for a video banner is also available.



IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your CivicEngage website your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Azure Active Directory (AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

PLATINUM SECURITY

CivicPlus' Platinum Hosting and Security package comes with enterprise-level Cloudflare software and:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking
- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

CONTENT CONSULTING

Great content transforms your website into a useful tool to effectively communicate with your community. During your Content Consulting engagement, one of our expert web consultants will help you perfect your website content to meet current usability and accessibility standards. We can do the heavy lifting—protecting your valuable time and reducing the effort needed from your team to prepare your website for launch.

ALIGN CONSULTING

Our consultants start with the philosophy that no project can be successful unless all stakeholders have a common definition of success. In this consult, stakeholders discuss and establish goals for implementing an enterprise software solution. They leave with an understanding of the scope and resources required for implementation and alignment on the strategic goals of the project.

Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-44393-1

6/6/2023 12:30 PM

12/20/2023

Client:

Decatur IL - CivicEngage

Bill To:

Decatur IL - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Taylor Wilson		taylor.wilson@civicplus.com		Net 30

Website Design Package

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable	USD 5,103.00
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable	USD 1,188.00
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable	USD 89.00
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee: https://decaturil.gov/	Renewable	USD 75.00
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time	USD 16,073.00
1.00	48 Month Redesign Premium Annual - CivicEngage Central	48 Month Redesign Premium Annual - CivicEngage Central	Renewable	USD 3,349.00
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -2,920.00
538.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time	USD 10,760.00
6.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees	One-time	USD 4,500.00

Optional Enhancements

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	Renewable	USD 2,374.00
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -829.75
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	One-time	USD 750.00
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	Renewable	USD 10,396.96
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -5,198.48

List Price - Year 1 Total	USD 65,417.96
Total Investment - Initial Term	USD 45,709.73
Annual Recurring Services - Year 2	USD 23,703.71

Initial Term Invoice Schedule	To be invoiced 30% at signing. To be invoiced 30% at completion of training or 6 months, if earlier. To be invoiced 40% at project launch or 9 months, if earlier.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Public Works

DATE: 12/8/2023

MEMO: 2023-127

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

**Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College Road Lift Station and Forcemain
City Project 2020-06**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk attest, to a professional services agreement between the City of Decatur and Clark Dietz Inc. to provide final design engineering services for the Brush College Lift Station and Forcemain, for a fee not to exceed \$1,388,660.

BACKGROUND:

In February of 2021, the City Council authorized an engineering agreement with Clark Dietz to provide final design services for a proposed lift station located near the intersection of Brush College / Reas Bridge / Hubbard to serve the unsewered area around that intersection. In the spring of 2021, additional development discussions started that exceeded the planned capacity of the proposed lift station identified in the unsewered area study completed in 2020. The lift station design was put on hold to further determine the proper size. Industrial development sewage flows can vary greatly and are difficult to plan for without specific information.

With the expectation of new industrial development, the lift station size needed to increase significantly and was moved about ¼ mile south of the Brush College / Reas Bridge intersection (the original proposed site) to get it closer to the major source of effluent. The increased flow also requires the discharge main to extend to Woodford Street, over 2 miles into the system, to provide sufficient downstream capacity. The proposed project layout for the larger lift station and forcemain is shown in the attached location map. The final locations will vary depending on property and easement negotiations. A gravity sewer will be built as part of this project to serve the immediate area and will have the ability to expand to serve additional development.

Since much of the design work will be the same for larger lift stations, the scope of services is

flexible to allow the design to move forward while the final size of the station and forcemain is determined. Time, however, is pressing. One industrial development targets a 3rd quarter, 2026 startup date. The approval of the contract will allow the design to start on the long lead items like easements, railroad permits, surveying, and environmental assessments and permits with the goal of staying ahead of the schedule of the projected development in the service area.

Professional Services Agreement

As part of the Professional Services Agreement, Clark Dietz, Inc is to perform the following major work tasks for the City:

1. Field work and information collection
2. Easement and plat preparation
3. Permitting
4. 60% design and cost estimate
5. 90% design and cost estimate
6. Final documents for bid
7. Bidding Services

The fee for the design services is proposed to be up to \$1,388,660. Work items 1-3 above can be completed pretty much independent of knowing the final capacity. Preliminary construction estimates range between \$20 to \$25 million. Construction engineering services will be completed under a separate professional services agreement closer to the time of construction.

LEGAL REVIEW: The proposed Agreement was provided to the Legal Department for review on December 11, 2023.

SCHEDULE: Final design services will begin upon approval of the City Council. The project is anticipated to be bid in January 2025 to keep on track with are development.

Three new industries in the Northeast Quadrant need and have requested wastewater effluent transportation. More will follow them. As the exact forcemain route and costs of this project are stabilized, the city will enter into negotiations with those industries that will directly connect to the new force main and lift station for capital contributions to defray large portions of the city's construction costs. This is one of the water/sewer infrastructure projects the council discussed at their September 25 study session that will be necessary to facilitate significant new job creation and new private investment in industrial facilities in Decatur.

PRIOR COUNCIL ACTION:

- **September 8, 2020** – Council approved Resolution No. 2020-118, approving a professional service agreement with Clark Dietz, Inc to complete a sanitary sewer service study for an unserved area around the intersection Brush College and Reas Bridge.
- **December, 7 2020** – Council approved Resolution No. 2020-172, authorizing a redevelopment agreement with Innovafeed that included the extension of City sewer to service

the development site.

- **February 1, 2021** – Council approved Resolution No. 2021-09, approving a professional service agreement with Clark Dietz, Inc to complete Final Design Services for the Brush College and Reas Bridge Lift Station for a fee not to exceed \$180,859.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Clark Dietz, Inc., Sanitary District of Decatur

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed professional services agreement with Clark Dietz, Inc., is for \$1,388,660. Funding for this project is proposed to be from the Sanitary Sewer Fund. The existing agreement for the final design services of the lift station approved in February of 2021 will be closed.

Staffing Impact: Staff time is allocated to manage this project.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College Road Lift Station and Forcemain, City Project 2020-06	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CLARK DIETZ INC. TO PROVIDE FINAL DESIGN SERVICES
FOR THE BRUSH COLLEGE LIFT STATION AND FORCEMAIN
CITY PROJECT 2020-06**

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

Section 1. That the Professional Services Agreement to provide final design services for the Brush College lift station and forcemain, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Clark Dietz Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Clark Dietz Inc., for a fee not to exceed \$1,388,660.

PRESENTED and ADOPTED this 18th day of December 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

BRUSH COLLEGE LIFT STATION AND FORCEMAIN FINAL DESIGN
CITY PROJECT 2020-06

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and: Clark Dietz, Inc., ("Consulting Engineer"), 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. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer 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 Consulting Engineer 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 Consulting Engineer 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 AMENDMENTS. The Consulting Engineer 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 Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment 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 Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve Amendments 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

A. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.

2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of

plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.

5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

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 design 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 which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer'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 Consulting Engineer, as required for performance of the Consulting Engineer'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 Consulting Engineer may rely upon in performing the Consulting Engineer'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 Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, 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 Consulting Engineer.
- 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 Consulting Engineer 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 CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer 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 Consulting engineer 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 Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents

and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer 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 Consulting Engineer's experience and qualifications, but the Consulting Engineer 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 Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
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 Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. 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.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer 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, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer 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 Consulting Engineer.

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 Consulting Engineer 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 Consulting Engineer 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 Consulting Engineer 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 Consulting Engineer 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 Consulting Engineer an employee or partner of the City. The Consulting Engineer 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 Consulting Engineer 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. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against 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, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer 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 Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer'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 Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, 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 Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer 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 Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer 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 Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the

Consulting Engineer 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. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through C an amount based on Labor Costs times 1.0 for services rendered by principals and employees assigned to the Project.
Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; including indirect payroll related costs or fringe benefits, overhead and profit. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.
If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.
- D. PAYMENT FOR WORK COMPLETED
1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
 2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved

addendums. The Consulting Engineer 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 Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. Maximum Payment Requests. 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 Consulting Engineer 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 Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. 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. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer 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. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. 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 Consulting Engineer 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, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer 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 Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2023

THE CITY OF DECATUR, ILLINOIS

By: _____

ATTEST:

City Clerk

Mayor

CONSULTING ENGINEER FORM

By: 

Jerald T. Payonk
Chairman

City of Decatur, IL

Clark Dietz Design Engineering Services - Fee Estimate
December 2023

Brush College Pump Station

	QAQC P-6	Project Manager P-6	Structural Engineer P-5	Mechanical Engineer P-5	Process Engineer P-3	Process Design T-5	Electrical Engineer P-5	Electrical Design T-4	Design Mgr./ Design Tech T-4	Staff Engineers P-2	Expenses	Task Total
Project Admin												
Develop a project Work Plan		12										\$ 2,760
Subconsultant management		32			8				32			\$ 13,960
Monthly project status reports		40							40			\$ 15,800
Subtotal												\$ 32,520
Field Work and Information Collection												
Survey Subconsultant (Survey, Propety, JULIE)											\$ 10,000	\$ 10,000
Create Easement Documents											\$ 2,500	\$ 2,500
Reduce Survey and create TIN model, base drawing					8				24			\$ 5,280
Geotech Coordination (incl. sub costs)					2	2			2		\$ 10,000	\$ 11,010
Subtotal												\$ 28,790
Client Meetings												
Client Kickoff Meeting		8			8	8			12		\$ 100	\$ 6,640
SDD Coordination Meetings (controls, layout, SDD requirements)		20			8				12		\$ 100	\$ 8,000
Design Review Meetings		24			16	8			24		\$ 100	\$ 13,620
Subtotal												\$ 28,260
Design Tasks												
Internal Meetings		24	12	12	20	20	20	12	24	12		\$ 29,300
Vendor Coordination		4		16	24		20	4	4	8		\$ 14,960
Develop preliminary pump and layout drawings and sections		2			8	8			40			\$ 9,780
Perform Structural Calculations and Analysis			60									\$ 12,600
Develop preliminary structural drawings and sections			32						8	16		\$ 10,440
Develop preliminary electrical power drawings							12	32				\$ 7,800
Develop preliminary one-line electrical drawing							16	16				\$ 6,000
Coordination with Ameren (Gas & Elect)		2		4	4		24	12	2			\$ 9,310
Instrumentation and Contol development and discussed with SDD - Assumes System Integration will be performed by SDD.		8			8		16					\$ 6,520
Perform preliminary HVAC Calculations and Analysis				24								\$ 5,040
Develop preliminary HVAC drawings				40						24		\$ 12,000

Brush College Pump Station

	QAQC	Project Manager	Structural Engineer	Mechanical Engineer	Process Engineer	Process Design	Electrical Engineer	Electrical Design	Design Mgr./Design Tech	Staff Engineers	Expenses	Task Total
	P-6	P-6	P-5	P-5	P-3	T-5	P-5	T-4	T-4	P-2		
Perform preliminary Plumbing Calculations and Analysis				24								\$ 5,040
Develop preliminary Plumbing drawings				24						24		\$ 8,640
Prepare preliminary opinion of probable construction cost		4	8	8	12	4	4	8	8	8		\$ 11,640
Controls Design with Electric Controls Company		4			12		12	8				\$ 6,740
Review and finalize hydraulic calculations and develop system curve		4			8					8		\$ 3,440
Develop final pump controls and sequence of operation		4			8		4					\$ 3,080
Develop suggested construction sequencing		4			8	8			8			\$ 4,960
Perform QA/QC on preliminary design and deliverable documents	20											\$ 4,600
Subtotal												\$ 171,890
Project Documents												
<u>Drawings</u>												\$ -
Cover									4			\$ 660
General Notes, Index, Legend, Benchmarks									4			\$ 660
Site Coordinate Plan									8			\$ 1,320
Site Grading Plan									12			\$ 1,980
Site Piping Plan				4					24			\$ 4,800
Erosion Control Plan and Details					2				8			\$ 1,650
Site Civil Details					2	2			8			\$ 2,000
Pump Station Plan and Sections - Process					4	4			40			\$ 7,960
Site Piping Details					4	2			8			\$ 2,330
General Notes, Details, Schedules - Structural			12						2	8		\$ 4,050
Pump Station Plans & Section Drawings - Structural			32						2	12		\$ 8,850
Flow Combination Structure Plans & Section Drawings - Structural			16						2	8		\$ 4,890
Building Plans, Sections, and Details - Structural/Architectural			80						2	24		\$ 20,730
Building Plans, Sections, and Details - Process					2				16			\$ 2,970
Instrumentation Drawings (P&ID)		8			24	4	8		4			\$ 8,840
Electrical One-line Diagram							4	8				\$ 2,160
Site Plan - Electrical							8	16				\$ 4,320
Power Plans and Schedules							8	24				\$ 5,640
Lighting Plans and Schedules							8	24				\$ 5,640
Interconnection Diagrams							8	24				\$ 5,640
Generator Coordination and Details				6	2		4	6				\$ 3,420
General Notes and Details - Electrical							2	8				\$ 1,740
General Notes and Details - HVAC				8						4		\$ 2,280
General Notes and Details - Plumbing				8						4		\$ 2,280
HVAC Plans, Schedules and Details				24			2	4	8	16		\$ 9,840
Plumbing Plans, Schedules and Details				24			1	2	8	16		\$ 9,300
Pump Control Panel Interconnect Diagram		2			4		4	8	2			\$ 3,610

Brush College Pump Station

	QAQC	Project Manager	Structural Engineer	Mechanical Engineer	Process Engineer	Process Design	Electrical Engineer	Electrical Design	Design Mgr./Design Tech	Staff Engineers	Expenses	Task Total
	P-6	P-6	P-5	P-5	P-3	T-5	P-5	T-4	T-4	P-2		
Specifications												\$ -
Procurement Documents for Major Equipment (pumps, generator, VFD, switchgear, MCC)		16			40		40		4			\$ 19,340
Front End and General Specifications		4			8				2	18		\$ 5,270
Prepare Technical Specifications		4	16	20	60	8	32			40		\$ 32,500
Prepare opinion of probable construction cost		4	2	2	4	2	2	2	4			\$ 4,180
Prepare IEPA construction permit application		2			4				2	8	\$ 100	\$ 2,750
SRF Coordination – Assume None												\$ -
Submit drawings to Utility companies					2				2	4		\$ 1,260
Submit drawings and specifications to City & District for review		1			2				2	4		\$ 1,490
Perform 90% QA/QC	60											\$ 13,800
Prepare 100% Drawings and Specs		4	4	4	8		2	8	20			\$ 8,960
Subtotal												\$ 219,110
Bidding												
Conduct pre-bid meeting and prepare meeting minutes		8			12				8		\$ 100	\$ 5,240
Prepare addendums		8	4	8	16	4	4	8	16	8		\$ 13,700
Prepare bid tab, review bids, prepare recommendation letter		4			4				2			\$ 1,910
Prepare contract documents for execution by contractor and City		2			2					4		\$ 1,390
Prepare Conformed Documents		4		4	16		4	8	16	16		\$ 11,600
Subtotal												\$ 33,840
TOTAL DESIGN HOURS	80	267	278	264	384	84	269	242	480	294		
RATE/HR - CDI (2024 Billing Rates)	\$230	\$230	\$210	\$210	\$165	\$175	\$210	\$165	\$165	\$150		
TOTAL LIFT STATION DESIGN FEE	\$18,400	\$61,410	\$58,380	\$55,440	\$63,360	\$14,700	\$56,490	\$39,930	\$79,200	\$44,100	\$ 23,000	\$514,410

City of Decatur, IL

Clark Dietz Design Engineering Services - Fee Estimate
December 2023

Brush College Gravity Sewer Ph I & Ph II

	QAQC P-6	Project Manager P-6	Trans. Engineer P-5	Structural Engineer P-5	Process Engineer P-3	Process Design T-5	Design Mgr./ Design Tech T-4	Staff Engineers P-2/T-3	Expenses	Task Total
Project Admin										
Develop a project Work Plan		4								\$ 920
Subconsultant management		8			8		8			\$ 4,480
Monthly project status reports		24								\$ 5,520
Subtotal										\$ 10,920
Field Work and Information Collection										
Survey (Survey, Propety, JULIE)							8		\$ 12,500	\$ 13,820
Create Easement Documents					4				\$ 2,500	\$ 3,160
Reduce Survey and create TIN model, base drawing					4		4	24		\$ 4,920
Geotech		2			4		4		\$ 10,000	\$ 11,780
Subtotal										\$ 33,680
Client Meetings										
Client Kickoff Meeting		8			4	4	8		\$ 100	\$ 4,620
SDD Coordination Meetings (Industrial flow metering, design review)		12			4	4	4		\$ 100	\$ 4,880
Design Review Meetings		24			12	12	24		\$ 100	\$ 13,660
Subtotal										\$ 23,160
Design Tasks										
Internal Meetings		12	8	2	12	12	12	8		\$ 12,120
SRF - Facility Plan Preparation (assumes included in Forcemain Facility Plan)										\$ -
SRF - Loan Application Coordination		8			40			40	\$ 100	\$ 14,540
Environmental Coordination		4			16			8		\$ 4,760
Vendor Coordination					8					\$ 1,320
Review Geotechnical Analysis				4	2	4				\$ 1,870
Coordination with Utilities		2			12	2	8			\$ 4,110
Coordination with Macon Co. Highway (Permit for Bore & Jack)		4	24		8		4	8		\$ 9,140
Evaluate Bore & Jack pipe installation requirements		4			8	2	2	8		\$ 4,120
Prepare preliminary opinion of probable construction cost		4			12	4	4			\$ 4,260
Review and finalize hydraulic calculations		4			32					\$ 6,200
Develop design for industrial flow metering		8		8	16	8	8			\$ 8,880
Develop suggested construction sequencing		2				4	8			\$ 2,480
Perform QA/QC on preliminary design and deliverable documents	20									\$ 4,600
Subtotal										\$ 78,400

Brush College Gravity Sewer Ph I & Ph II

	QAQC	Project	Trans.	Structural	Process	Process	Design Mgr./	Staff		Task
	P-6	Manager	Engineer	Engineer	Engineer	Design	Design Tech	Engineers	Expenses	Total
	P-6	P-6	P-5	P-5	P-3	T-5	T-4	P-2/T-3		
Project Documents										
<u>Drawings</u>										\$ -
Cover							1	4		\$ 765
General Notes, Index, Legend, Benchmarks							1	4		\$ 765
Plan & Profile (Assume 9 Drawings)					16	8	24	80		\$ 20,000
Erosion Control Plan and Details					2	2	4	8		\$ 2,540
Site Civil & Roadway Details		8			2	2	8	16		\$ 6,240
Site Piping Details		2			2	4	8	16		\$ 5,210
Traffic Control Details		2	24		2	4	16	32		\$ 13,970
<u>Specifications</u>										\$ -
Front End and General Specifications		4			24		2			\$ 5,210
Prepare Technical Specifications		4		8	32	2	4	16	\$ 100	\$ 11,390
Prepare IEPA construction permit application		2			8				\$ 100	\$ 1,880
SRF-Specification Coordination and Certifications		8			40			20		\$ 11,440
Submit drawings to Utility companies					8		8	16		\$ 5,040
Submit drawings and specifications to City for review					2		2	4		\$ 1,260
Perform 90% QA/QC	40									\$ 9,200
Prepare 100% Drawings and Specs		4			16		16	16		\$ 8,600
Subtotal										\$ 103,510
Bidding										
Conduct pre-bid meeting and prepare meeting minutes		8			12		8		\$ 100	\$ 5,240
Prepare addendums		8		2	12	4	8	16		\$ 8,660
Prepare bid tab, review bids, prepare recommendation letter		2			4		8			\$ 2,440
Prepare contract documents for execution by contractor and City		2			4		2			\$ 1,450
Prepare Conformed Documents		2			8		8	16		\$ 5,500
Subtotal										\$ 23,290
TOTAL DESIGN HOURS	60	190	56	24	400	82	234	360		
RATE/HR - CDI (2024 Billing Rates)	\$230	\$230	\$210	\$210	\$165	\$175	\$165	\$150		
TOTAL GRAVITY SEWER DESIGN FEE	\$13,800	\$43,700	\$11,760	\$5,040	\$66,000	\$14,350	\$38,610	\$54,000	\$ 25,700	\$272,960

City of Decatur, IL

Clark Dietz Design Engineering Services - Fee Estimate
December 2023

Brush College Force Main

	QAQC P-6	Project Manager P-6	Trans. Engineer P-5	Structural Engineer P-5	Env. Engineer P-5	Process Engineer P-3	Process Design T-5	Design Mgr./ Design Tech T-4	Staff Engineers T-3	Expenses	Task Total
Project Admin											
Develop a project Work Plan		8									\$ 1,840
Subconsultant management		32				8	4	32			\$ 14,660
Monthly project status reports		40						40			\$ 15,800
Subtotal											\$ 32,300
Field Work and Information Collection											
Survey (Survey, Propety, JULIE)								16		\$ 55,000	\$ 57,640
Create Easement Documents						4				\$ 10,000	\$ 10,660
Reduce Survey and create TIN model, base drawing						8		8	40		\$ 8,640
Geotech		4				8	4	8		\$ 10,000	\$ 14,260
Subtotal											\$ 91,200
Client Meetings											
Client Kickoff Meeting		8				4	4	8		\$ 100	\$ 4,620
SDD Coordination Meetings (valving, air relief valves, Damon connection)		24				4	4	8		\$ 100	\$ 8,300
Design Review Meetings		24				12	12	24		\$ 100	\$ 13,660
Subtotal											\$ 26,580
Design Tasks											
Internal Meetings		24	8	4		16	16	24	16		\$ 19,840
Vendor Coordination (valves)						12					\$ 1,980
Review Geotechnical Analysis				4		2	2				\$ 1,520
Coordination with Utilities		2				40	2	80	8		\$ 21,810
Coordination with Railroads (Permit for Bore & Jack)		16	16			40	16	40	40	\$ 1,000	\$ 30,040
Coordination with IDOT (Permit for Bore & Jack)		16	16	8		8		16	24	\$ 1,500	\$ 17,780
Evaluate Bore & Jack pipe installation requirements		2	8			16	4	4	8		\$ 7,340
Prepare preliminary opinion of probable construction cost		4	8			16	8	16	8		\$ 10,480
SRF - Facility Plan Preparation		8			20	60			20		\$ 18,940
SRF - Loan Application Coordination		8				40			40		\$ 14,440
Hydraulic transient analysis (surge analysis)		8			60	16			20	\$ 2,000	\$ 22,080
Environmental Coordination		8			40				40		\$ 16,240
Develop suggested construction sequencing		2	16			8	12	8			\$ 8,560
Perform QA/QC on preliminary design and deliverable documents	40										\$ 9,200
Subtotal											\$ 200,250

Brush College Force Main

	QAQC P-6	Project Manager P-6	Trans. Engineer P-5	Structural Engineer P-5	Env. Engineer P-5	Process Engineer P-3	Process Design T-5	Design Mgr./ Design Tech T-4	Staff Engineers T-3	Expenses	Task Total
Project Documents											
<u>Drawings</u>											\$ -
Cover								1	4		\$ 765
General Notes, Index, Legend, Benchmarks								1	4		\$ 765
Plan & Profile (Assume 26 Drawings)		8				24	24	40	200		\$ 46,600
Erosion Control Plan and Details						4	2	4	12		\$ 3,470
Quantities						8		20	80		\$ 16,620
Restoration Drawings						8		20	60		\$ 13,620
Cross Sections						8		16	40		\$ 9,960
Site Civil & Roadway Details		12	24	8		8	2	16	24		\$ 17,390
Site Piping Details						2	2	4	8		\$ 2,540
Connection to Damon Avenue Pump Station		8		40		24	12	32	24		\$ 25,180
Connection to SDD Interceptor		2		4		4	2	8	16		\$ 6,030
Traffic Control Details		2	16			8	4	16	32		\$ 13,280
<u>Specifications</u>											\$ -
Front End and General Specifications		4				24		2	18		\$ 7,910
Prepare Technical Specifications		4				32	2		40	\$ 100	\$ 12,650
Prepare IEPA construction permit application		4				12			8	\$ 100	\$ 4,200
SRF-Specification Coordination and Certifications		8				40			20		\$ 11,440
Submit drawings to Utility companies						8		8	16		\$ 5,040
Submit drawings and specifications to City for review		1				2		2	4		\$ 1,490
Perform 90% QA/QC	60										\$ 13,800
Prepare 100% Drawings and Specs		4				16		16	16		\$ 8,600
Subtotal											\$ 221,350
Bidding											
Conduct pre-bid meeting and prepare meeting minutes		8				12		8		\$ 100	\$ 5,240
Prepare addendums		8	4	8		16	4	8	16		\$ 11,420
Prepare bid tab, review bids, prepare recommendation letter		4				4		8			\$ 2,900
Prepare contract documents for execution by contractor and City		2				4		2			\$ 1,450
Prepare Conformed Documents		4				16		16	16		\$ 8,600
Subtotal											\$ 29,610
TOTAL DESIGN HOURS	100	321	116	76	120	606	142	580	922		
RATE/HR - CDI (2024 Billing Rates)	\$230	\$230	\$210	\$210	\$210	\$165	\$175	\$165	\$150		
TOTAL FORCE MAIN DESIGN FEE	\$23,000	\$73,830	\$24,360	\$15,960	\$25,200	\$99,990	\$24,850	\$95,700	\$138,300	\$ 80,100	\$601,290

**Clark Dietz Design Engineering Services - Fee Estimate
December 2023**

Brush College Lift Station, Gravity Sewer & Force Main Scope & Fee

	QAQC P-6	Project Manager P-6	Trans. Engineer P-5	Structural Engineer P-5	Mechanical Engineer P-5	Env. Engineer P-5	Process Engineer P-3	Process Design T-5	Electrical Engineer P-5	Electrical Design T-4	Design Mgr./ Design Tech T-4	Staff Engineers P-2/T-3	Expenses	Task Total
RATE/HR - CDI (2024 Billing Rates)	\$230	\$230	\$210	\$210	\$210	\$210	\$165	\$175	\$210	\$165	\$165	\$150		
LIFT STATION TOTAL HOURS	80	267	0	278	264	0	384	84	269	242	480	294		2642
LIFT STATION TOTAL DESIGN FEE	\$18,400	\$61,410	0	\$58,380	\$55,440	0	\$63,360	\$14,700	\$56,490	\$39,930	\$79,200	\$44,100	\$23,000	\$514,410
GRAVITY SEWER TOTAL HOURS	60	190	56	24	0	0	400	82	0	0	234	360	0	1406
GRAVITY SEWER TOTAL DESIGN FEE	\$13,800	\$43,700	\$11,760	\$5,040	0	0	\$66,000	\$14,350	0	0	\$38,610	\$54,000	\$25,700	\$272,960
FORCE MAIN TOTAL HOURS	100	321	116	76	0	120	606	142	0	0	580	922	0	2983
FORCE MAIN TOTAL DESIGN FEE	\$23,000	\$73,830	\$24,360	\$15,960	0	\$25,200	\$99,990	\$24,850	0	0	\$95,700	\$138,300	\$80,100	\$601,290
PROJECT TOTAL HOURS	240	778	172	378	264	120	1390	308	269	242	1294	1576		7031
PROJECT TOTAL DESIGN FEE	\$55,200	\$178,940	\$36,120	\$79,380	\$55,440	\$25,200	\$229,350	\$53,900	\$56,490	\$39,930	\$213,510	\$236,400	\$128,800	\$1,388,660

City of Decatur
Brush College Lift Station, Gravity Sewer, and Forcemain
Scope/Fee/Agreement Assumptions

1. This Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.
2. Local permits for this project will be obtained by the City with information provided by Clark Dietz. All permit fees will be paid by the City.
3. State permits for this project will be obtained by the City with information provided by Clark Dietz. All permit fees will be paid by the City.
4. This Agreement does not include obtaining or processing Federal permits.
5. The gravity sewer, forcemain, and lift station will be designed, bid, and constructed as three separate projects. Up to 5 procurement packages will be prepared.
6. The base bid improvements include proposed sewer installation, with utility trenches restored using concrete pavement patches. Complete pavement reconstruction, including curb & gutter and driveway pavement removal and replacement, is not included. Curb & gutter and driveway pavement may be removed and replaced as necessary at spot locations.
7. This Agreement includes negotiation or acquisition services that may be required to obtain up to 15 right-of-way, temporary easements, or permanent easements.
8. This Agreement does not include field staking for right-of-way or easements. Clark Dietz does not perform construction staking.
9. This Agreement does not include the preparation of assessment roles or schedules.
10. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
11. This Agreement does not include special waste assessment investigations, Preliminary Environmental Site Assessments, Preliminary Site Investigations, or special waste remediation activities.
12. This Agreement includes obtaining environmental clearances from IDNR through EcoCAT and SHPO review. This Agreement does not include biological, wetland, cultural, historic, or archeological investigation and/or remediation activities.
13. This Agreement assumes that funding is being obtained from the IEPA SRF program for the gravity sewer and forcemain and therefore a Facility Plan, environmental clearances, and loan applications are required.

14. This Agreement includes no time for archaeological survey that may be required during Tribal consultation as no Tribal consultation is assumed necessary.
15. This Agreement does not include televising for sewer service laterals or design for sewer lining.
16. This Agreement does not include roadway typical section studies or pavement design studies. Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
17. This Agreement does not include traffic data collection or traffic forecasting.
18. This Agreement does not include roadway lighting design.
19. This Agreement does not include utility potholing.
20. This Agreement does not include construction engineering services. Construction engineering services for will be provided by a subsequent Agreement.
21. Clark Dietz will prepare the process instrumentation and controls specifications and P&IDs. System integration requirements will be provided by the Sanitary District during design and the system integration during construction will be performed by the Sanitary District.
22. The design parameters described in the Preliminary Engineering Report will be used in design. This Agreement does not cover significant deviations from that design concept.



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
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 _____.

EXHIBIT C
PROJECT TIMELINE

City of Decatur**Project: Brush College Lift Station and Forcemain Final Design****Clark Dietz - Expected Project Timeline**

Design Notice to Proceed	January 2024
Field Work and Information Collection	January 2024-March 2024
IDOT Permit Submittal	May 2024
Railroad Permit Submittal	May 2024
60% Design Submittal	September 2024
IEPA Permit Submittal	September 2024
90% Design Submittal	November 2024
Project Advertisement	January 2025
Bids Due	February 2025
Construction Contractor Notice to Proceed	March 2025
Substantial Completion	May 2026
Final Completion	June 2026

* Deadline may be extended by a mutually agreed Change Order to this Agreement.



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

Amendment No

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 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 amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the amendment change _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Audrey McNeil PHONE (A/C, No, Ext): 309-282-3907 FAX (A/C, No): E-MAIL ADDRESS: amcneill@holmesmurphy.com														
INSURED Clark Dietz, Inc. 125 West Church Street Champaign IL 61820	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C : Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Twin City Fire Insurance Co	29459	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : Sentinel Insurance Company Ltd	11000	INSURER D : XL Specialty Insurance	37885	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Sentinel Insurance Company Ltd	11000														
INSURER D : XL Specialty Insurance	37885														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 515229051**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER: ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			84UEGZV4783	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ RETENTION \$ 10,000			84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	84WEGAJ1H5Z	11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Claims-Made Policy)			DPR5020366	11/1/2023	11/1/2024	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Reference: Brush College Lift Station & Forcemain Final Design

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract.

Should the above described General Liability, Automobile or Workers' Compensation policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur
 1 Gary K. Anderson Place
 Decatur IL 62523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Page 1 of 1 of 362

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.

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Illinois)
) ss.
 COUNTY OF Champaign)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Clark Dietz, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 31-1212051.

B. CORPORATION

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois: <u>Harvey Stephens</u> Name <u>Brown, Hay & Stephens, LLP</u> <u>205 South Fifth Street, Suite 700</u> <u>PO Box 245</u> Address <u>Springfield, IL 62705</u> City, State, Zip <u>217-544-8491</u> Telephone	Business Information (If Different from Above): _____ Company Address, Principal Office _____ City, State, Zip _____ Telephone Facsimile _____ Website
--	---

The corporate officers are as follows:

President: See Attached

Vice President: See Attached

Secretary: See Attached

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 Consulting Engineer 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 Consulting Engineer 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).

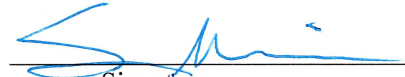
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer 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 Consulting Engineer 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 Consulting Engineer 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 Consulting Engineer 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.

CONSULTING ENGINEER


Signature

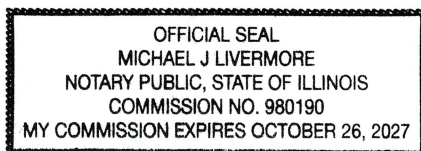
Sean M. Winder
Printed Name

SENIOR VICE PRESIDENT
Title

SUBSCRIBED and SWORN to before me this 11th day of December, 2023.



Notary Public



Clark Dietz Officers and Directors

Monday, March 6, 2023

11:43:12 AM

Clark Dietz, Inc.

Full Name	Corporate Title	Office Location
Board of Directors: No		
Mrs. Andrea W Bretl PE, ENV SP	Vice President	Champaign
Mr. Michael D Farrar	Vice President	Indianapolis
Mr. Chester F Kochan PE	Vice President	Oakbrook Terrace
Board of Directors: Yes		
Ms. Emily K Basalla PE, CFM	Vice President	Kenosha
Mr. Wesley E Christmas PE	President & CEO	New Albany
Mr. Mustafa Z Emir PhD, PE	Executive Vice President	Milwaukee
Mr. Jon B Howaniec SHRM-CP	Vice President / Secretary	Chicago
Mr. Kevin M Hetrick PE	Senior Vice President	Indianapolis
Mr. Jerald T Payonk PE*	Chairman of the Board	Champaign
Mr. Nirav T Patel PE	Vice President	Chicago
Mrs. Tonia S Westphal PE, LEED AP	Vice President	Wausau
Mr. Seth R Swartz CPA	Chief Financial Officer	Champaign
Mr. Sean M Widener PE, PTOE	Senior Vice President / Treasurer	Champaign

* Shareholders owning five percent (5%) or more stock

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2024

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$260.00
Engineer 8	250.00
Engineer 7	240.00
Engineer 6	230.00
Engineer 5	210.00
Engineer 4	180.00
Engineer 3	165.00
Engineer 2	150.00
Engineer 1	135.00
Technician 5	175.00
Technician 4	165.00
Technician 3	150.00
Technician 2	135.00
Technician 1	115.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:			
(Consulting Engineer Name & Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

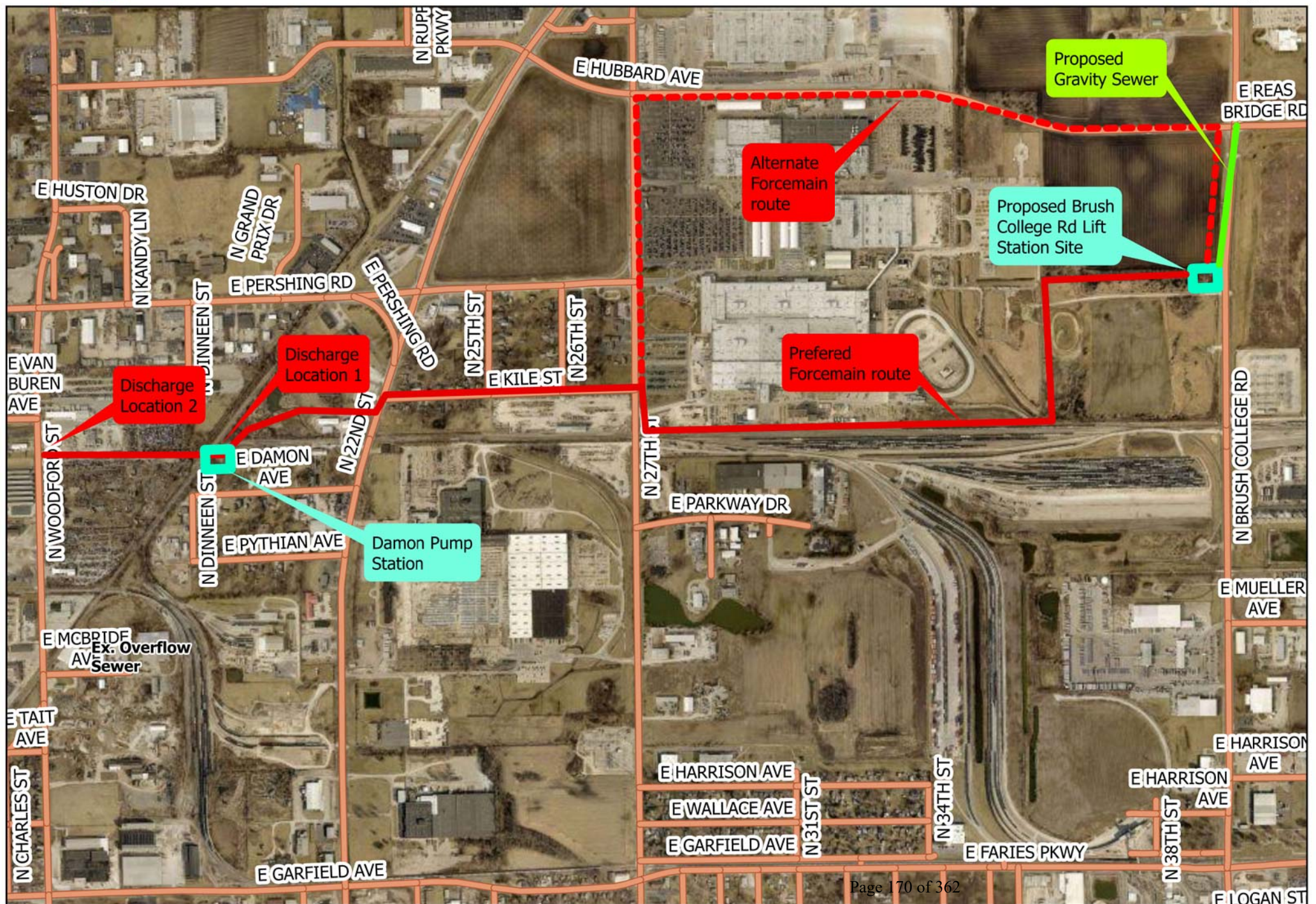
Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Labor Cost			
Contract Multiplier			
Total Labor Cost			
Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature: _____

Title: _____



Brush College Road Lift Station, CP 2020-06 Location Map



City Clerk

DATE: 12/14/2023

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal

SUMMARY RECOMMENDATION: The proposed ordinance corrects one scrivener's legal error in the Garbage & Recycling Ordinance adopted by the City Council on December 4, and alters the rate schedule **ONLY** by pushing back the effective dates of the first scheduled increase, and subsequent annual adjustments.

BACKGROUND:

After almost two and half years of discussions with haulers, input from citizens, research on ways to better clean-up neighborhoods, and internal analysis of how the waste and recycling industry has changed, the City Council adopted a comprehensive update of the garbage and recycling ordinances on December 4. Staff originally expected these changes to be implemented prior to September 1, 2023; but hauler coordination, hearing requirements and other delays resulted in this matter coming to the City Council several months later. We failed to adjust the effective dates for rate implementation in preparing the ordinance for council action to reflect this delay. So the **ONLY** change to the rate appendix is the effective dates of annual adjustments. The September 1, 2023 first rate hike is proposed to be pushed back to January 1, 2024, and all of the subsequent annual increases are pushed back from July to the following Januarys. Although not significant, this revision will slightly reduce customer costs over time, compared to the rate appendix approved on December 4. There will be no retroactive billing.

The city is reviewing the public information Waste Management and GLF are planning to deploy (or have already deployed) to inform customers of the changes. Additionally, staff is creating a separate section of the city's website to explain what is and is not in the new ordinance and rate structure. The city has already received calls from citizens (since December 4) stemming from hauler communications about new rates, cart distribution, rule changes and more. We think it will be helpful for citizens to have an easy-to-reference description of the approved changes and a list of FAQs from the city they can consult so they can more rapidly verify if their hauler is treating them in accordance with the new rules.

POTENTIAL OBJECTIONS: No one likes service rate hikes. Some of the media reporting on this matter, however, has failed to focus on all the ways the city improved the Garbage & Recycling ordinance, how we reduced the requests of the haulers, instituted procedures to make the

haulers more accountable, improve efficiency, enhance the hardship service offerings, give customers more options, and add other small amenities to the updated service rules.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Appendix A	Backup Material

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 56 -

- REFUSE AND RECYCLABLES REMOVAL -

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

Section 1. That Chapter 56 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Appendix “A” so that Appendix “A” as so modified and amended, shall provide as follows:

... **APPENDIX A: RATES**

Type of Residence	Rate per month as of January 1, 2024	Rate per month as of January 1, 2025	Rate per month as of January 1, 2026	Rate per month as of January 1, 2027
Basic Residential Service – Single Family	\$23.50 per month	\$24.44 per month	\$25.41 per month	\$26.42 per month
Expanded Basic Residential Service - Single Family	\$11.00 per month, per container	\$11.44 per month, per container	\$11.90 per month, per container	\$12.37 per month, per container
Basic Residential Service - Duplex	\$35.50 per month	\$36.92 per month	\$38.39 per month	\$39.93 per month
Expanded Basic Residential Service – Duplex	\$11.00 per month, per container	\$11.44 per month, per container	\$11.90 per month, per container	\$12.37 per month, per container
Basic Residential Service – Triplex	\$47.50 per month	\$49.40 per month	\$51.37 per month	\$53.43 per month
Expanded Basic Residential Service – Triplex	\$11.00 per month, per container	\$11.44 per month, per container	\$11.90 per month, per container	\$12.37 per month, per container
Basic Residential Service – Fourplex	\$59.50 per month	\$61.88 per month	\$64.35 per month	\$66.92 per month
Basic Residential Service – Fiveplex	\$71.50 per month	\$74.36 per month	\$77.33 per month	\$80.42 per month

Basic Residential Service - Sixplex	\$83.50 per month	\$86.84 per month	\$90.31 per month	\$93.92 per month
Minimum Removal Residential	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Premium Yard Waste Option	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules
Single Stream Recycling	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)
Extra recycling containers	No Charge	No Charge	No Charge	No Charge
Misc. Fees	None	None	None	None

Special Note: Private haulers who do not replace totes and receptacles as a part of the fees provided herein, will not be authorized to increase their fees as provided herein.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 56

- REFUSE AND RECYCLABLES REMOVAL -

APPENDIX A: RATES

Type of Residence	<u>Rate per month as of January 1, 2024</u> 2023 rate per month as of Sept. 1, 2023	<u>Rate per month as of January 1, 2025</u> 2024 rate per month as of July 1, 2024	<u>Rate per month as of January 1, 2026</u> 2025 rate per month as of July 1, 2025	<u>Rate per month as of January 1, 2027</u> 2026 rate per month as of July 1, 2026
Basic Residential Service - Single Family	\$23.50 per month	\$24.44 per month	\$25.41 per month	\$26.42 per month
Expanded Basic Residential Service - Single Family	\$11.00 per month, per container	\$11.44 per month, per container	\$11.90 per month, per container	\$12.37 per month, per container
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Premium Yard Waste Option	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules
Single Stream Recycling	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)
Extra recycling containers	No Charge	No Charge	No Charge	No Charge
Misc. Fees	None	None	None	None

Special Note: Private haulers who do not replace totes and receptacles as a part of the fees provided herein, will not be authorized to increase their fees as provided herein.

CHAPTER 56: GARBAGE & RECYCLING—APPENDIX “A”

DRAFT

Type of Residence	Rate per month as of January 1, 2024	Rate per month as of January 1, 2025	Rate per month as of January 1, 2026	Rate per month as of January 1, 2027
Basic Residential Service - Single Family	\$23.50 per month	\$24.44 per month	\$25.41 per month	\$26.42 per month
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Basic Residential Service – Fiveplex	\$71.50 per month	\$74.36 per month	\$77.33 per month	\$80.42 per month
Basic Residential Service - Sixplex	\$83.50 per month	\$86.84 per month	\$90.31 per month	\$93.92 per month
Minimum Removal Residential	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Premium Yard Waste Option	As per volume, set forth in promulgated rules	As per volume, set forth in promulgated rules	As per volume, set forth in promulgated rules	As per volume, set forth in promulgated rules
Single Stream Recycling	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)	\$2.50 per unit (on City water bill)
Extra recycling containers	No Charge	No Charge	No Charge	No Charge
Misc. Fees	None	None	None	None

Special Note: Private haulers who do not replace totes and receptacles as a part of the fees provided herein, will not be authorized to increase their fees as provided herein.

SUBJECT: Ordinance Amending City Code Chapter 26 Heating, Air Conditioning and Refrigeration Contractors

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance
Additions & Deletions	Exhibit

CITY COUNCIL MEMORANDUM
NO. 23-19

DATE: 12/13/2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Ordinance Amending City Codes - Chapter 26, Heating, Air Conditioning and Refrigeration Contractors; Chapter 44, Fire Prevention and Hazardous Materials Control; Chapter 67, Building Code; Chapter 67.2, Residential Building Code; Chapter 68, Mechanical Code; and Chapter 70, Property Maintenance Code

SUMMARY RECOMMENDATION: The Economic and Community Development Department and the Fire Department recommend the proposed ordinance amendments regarding Chapters 26, 44, 67, 67.2, 68 and 70 be approved and adopted into City Code.

BACKGROUND: City Code Chapter 26 needs amended to reflect the dissolution of the City's Heating, Air Conditioning and Refrigeration Commission and replacement with the Construction and Housing Board of Appeals.

City Codes Chapters 44, 67, 67.2, 68 and 70 need amended to update the city's International Codes from 2015 to 2021. Codes were last updated on January 1, 2019 to the 2015 International Codes. We are proposing minimal changes to the International Codes to simplify our requirements for designers, contractors, and property owners.

In October of this year, City staff met with representatives from Building Code Effectiveness Grading Schedule (BCEGS) to assess our building codes and their enforcement. If we do not update our codes to the 2021 International Codes by January 1, 2024, then our rating would automatically be a 9 out of 10. 10 being the worst. A preferred, lower rating would lessen catastrophe-related damage and ultimately lower insurance costs providing a strong incentive to update our codes. In addition, the State of Illinois recently passed legislation (Public Act 103-0510) requiring statewide building codes effective January 1, 2025. Our current 2015 International Codes will need updated by this effective date to comply.

POTENTIAL OBJECTIONS: None we are aware of

INPUT FROM OTHER SOURCES: The City's Construction and Housing Board of Appeals approved of all the proposed changes at their December 7, 2023 meeting.

STAFF REFERENCE: Should the City Council have any questions, they may contact David Greenwell at 217-424-2787 or email at dgreenwell@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

Chapter 44 – Fire Prevention and Hazardous Materials Control

International Fire Code

The IFC® contains regulations to safeguard life and property from fires and explosion hazards. Topics include general precautions, emergency planning and preparedness, fire department access and water supplies, automatic sprinkler systems, fire alarm systems, special hazards, and the storage and use of hazardous materials.

New in the 2021 IFC:

- Requirements for Additive Manufacturing (3-D Printing) equipment and operations for both non-industrial and industrial applications are now provided.
- Flame propagation performance of permanently installed artificial combustible vegetation is required to be verified when exceeding certain heights located on roofs or in close proximity to buildings.
- Provisions for emergency responder communication were revised to reflect the expansion of such systems beyond radios and the need for increased performance of such systems.
- Sprinkler requirements for the storage, manufacture and sale of upholstered furniture and mattresses were updated and clarified. Part of this update is a new exception for single-story self-storage facilities accessed directly from the exterior.
- An automatic sprinkler system is now required for open parking garages exceeding a certain fire area threshold.
- The requirements for energy storage system (ESS) were further refined to reflect the variety of new technologies and applications (in building and standalone) and the need for proper commissioning and decommissioning of such systems.
- A new chapter was added that provides clarification and specific requirements for the storage of distilled spirits and wines in barrels and casks.
- The provisions for construction fire safety were reorganized and expanded with an emphasis on the owner's responsibilities. The new language requires a site safety plan and designation of a site safety director.

New in the 2018 IFC:

- New provisions address hazards related to outdoor pallet storage, higher education laboratories, mobile food trucks and plant processing and extraction activities.
- Required sprinkler protection of Group E occupancies has been expanded through the introduction of a new thresholds related to fire areas.
- Manual fire alarm systems in Group A occupancies are now required not only when the occupant load is 300 or more but also where the occupant load exceeds 100 above or below the lowest level of exit discharge.
- A manual fire alarm system and an automatic smoke detection system are no longer required in Group R-4 occupancies.
- Mass Notification Requirements for college and university buildings have been added to the code.
- New provisions require illumination for the exit discharge path of travel to the public way or to a safe dispersal area for all occupancies.
- Sprinkler protection is now required in existing Group A-2 occupancies having an occupant load of 300 or more where alcoholic beverages are consumed.
- A new chapter has been added to address issues related to Energy Systems.
- Provisions have been added to address the hazards associated with outdoor assembly events, indoor trade shows and exhibitions.
- The fire watch requirements for construction and demolition activities have been enhanced.
- The provisions for the maintenance of fire and smoke protection features in Chapter 7 have been enhanced and reorganized.
- The applicability of the decorative materials requirements in Chapter 8 have been clarified.
- Integrated testing requirements for fire protection and life safety systems have been added for high rise buildings and smoke control systems.
- The requirements for gas detection systems have been revised throughout the code to be more reflective of industry practice.

Chapter 67 – Building Code

International Building Code

This code applies to all buildings except detached one- and two-family dwellings and townhouses up to three stories.

New in the 2021 IBC:

- Puzzle rooms (escape rooms) are now defined and regulated as special amusement areas, requiring compliance with Section 411 and special means of egress requirements.
- For the purposes of determining the allowable number of control areas in a building, each portion separated by one or more fire walls is now considered as a separate building.
- In Group E occupancies, enhanced classroom acoustics in compliance with ICC A117.1 are to be provided in all classrooms having of volume of 20,000 cubic feet or less.
- The requirements for metal composite materials and systems (MCM) installed on the exterior walls of Types I, II, III and IV construction were simplified and sprinkler allowances were deleted
- The use of intermodal shipping containers as buildings is now specifically addressed through provisions intended to supplement existing applicable IBC requirements.
- Automatic sprinkler protection is now required in Group S-2 open parking garages where any fire area exceeds 48,000 square feet.
- The 2017 edition of ICC A117.1 was adopted.
- Parapets of a minimum height are now required for aggregate-surfaced roofs to prevent blow-off.
- Mixed occupancy buildings with assembly spaces are placed in Risk Category III when the total public assembly occupant load is greater than 2500 people.
- The 2021 IBC snow map is updated to match ASCE 7-16 snow maps by adding a reference to ASCE 7 snow tables in states with large case study areas.
- Secondary rain loads are updated to be consistent with ASCE 7.
- Special inspection requirements were added to address the anchorage and connection of mass timber structural elements.
- Installation of firestop, fire-resistant joint systems and perimeter fire barrier systems in residential-use buildings now requires special inspection in Group R fire areas having an occupant load exceeding 250 people.
- Frost protection for egress doors was added to the foundation requirements.
- ACI standards ACI 117 and ITG 7 were added by reference to provide acceptable tolerances for concrete construction.
- Three new types of construction (Types IV-A, IV-B, and IV-C) allow mass timber buildings of taller heights, more stories above grade, and greater allowable areas compared to existing provisions for heavy timber buildings.

New in the 2018 IBC:

- Accessory storage spaces of any size are now permitted to be classified as part of the occupancy to which they are accessory.
- New code sections have been introduced addressing medical gas systems and higher education laboratories.
- Use of fire walls to create separate buildings is now limited to only the determination of permissible types of construction based on allowable building area and height.
- Where an elevator hoistway door opens into a fire-resistance-rated corridor, the opening must be protected in a manner to address smoke intrusion into the hoistway.
- The occupant load factor for business uses has been revised to one occupant per 150 square feet.
- Live loads on decks and balconies increase the deck live load to one and one-half times the live load of the area served.
- The minimum lateral load that fire walls are required to resist is five pounds per square foot.
- Wind speed maps updated, including maps for the state of Hawaii. Terminology describing wind speeds has changed again with ultimate design wind speeds now called basic design wind speeds.

- Site soil coefficients now correspond to the newest generation of ground motion attenuation equations (seismic values).
- Five-foot tall wood trusses requiring permanent bracing must have a periodic special inspection to verify that the required bracing has been installed.
- New alternative fastener schedule for construction of mechanically laminated decking is added giving equivalent power-driven fasteners for the 20-penny nail.
- Solid sawn lumber header and girder spans for the exterior bearing walls reduce span lengths to allow #2 Southern Pine design values.

Chapter 67.2 – Residential Building Code

International Residential Code

This comprehensive code comprises all building, plumbing, mechanical, fuel gas and electrical requirements for one- and two-family dwellings and townhouses up to three stories.

New in the 2021 IRC:

- Braced wall lines must be placed on a physical wall or placed between multiple walls.
- The rated separation for two-family dwellings is 1 hour whether or not a lot line exists between units.
- Emergency escape and rescue openings require a clear 36-inch-wide path to a public way.
- An engineered design is required for storm shelters.
- A habitable attic is limited to one-half the area of the story below and the dwelling requires sprinklers.
- Updated Wind Speed maps match IBC and ASCE 7 maps.
- Deck design now considers snow load, tributary area for footing and post height, and guard details.
- Specific requirements for deck guardrails were added.
- Component and cladding wind pressures in Table R301.2(2) are updated for new design wind speeds and hip or gable roof profiles.
- Minimum footing size tables are revised to more accurately reflect current practice.
- Cripple wall requirements apply only to exterior cripple walls.
- New appendices for cob construction and 3D printed construction are added.
- A 30 percent reduction of airflow is permitted for balanced ventilation systems.
- Commercial gas cooking appliances are prohibited.
- The head pressure for a water test of DWV systems increased to 10 feet.
- Air vacuum testing is now permitted for plastic piping DWV systems.
- Section P2904 for dwelling sprinklers is expanded to more closely align with NFPA 13D.
- An emergency service disconnect is required in a readily accessible outdoor location.
- A surge-protective device (SPD) is now required at the service panel.
- The number of receptacle outlets required for peninsular and island countertops in kitchens is determined by the area of the countertop surface.
- GFCI protection is now required for damp and wet locations not included in the other 10 areas requiring GFCI protection.

New in the 2018 IRC:

- An updated seismic map reflects the most conservative Seismic Design Category (SDC) based on any soil type and a new map reflects less conservative SDCs when Site Class A, B or D is applicable.
- The townhouse separation provisions now include options for using two separate fire-resistant-rated walls or a common wall.
- An emergency escape and rescue opening is no longer required in basement sleeping rooms where the dwelling has an automatic fire sprinkler system and the basement has a second means of egress or an emergency escape opening.
- The exemption for interconnection of smoke alarms in existing areas has been deleted.
- New girder/header tables have been revised to incorporate the use of #2 Southern Pine in lieu of #1 Southern Pine.
- New tables address alternative wood stud heights and the required number of full height studs in high wind areas.

Chapter 68 – Mechanical Code

International Mechanical Code

Establishes minimum regulations for mechanical systems using prescriptive and performance-related provisions. The IMC was developed with broad-based principles that make possible the use of new materials, methods and design.

New in the 2021 IMC:

- Clothes dryer exhaust terminals required to be at least 3 feet from any opening into a building.
- Polyurethane spray-applied foam on the exterior of ducts in attics and crawl spaces required to meet specific smoke and flame index limits.
- Fire and smoke dampers must be provided with approved access for inspection and maintenance.
- Refrigerant tables updated to include new refrigerants.
- Addition of condensate termination identification markings and discharge restrictions.
- Approved factory-built combination intake/exhaust terminations permitted, relaxing separation requirement.
- 30% reduction in minimum mechanical ventilation for whole-house balanced ventilation systems.
- Continuous operation requirement for manicure and pedicure station exhaust systems.
- Grease duct horizontal cleanout required within 3 feet of a horizontal discharge fan.

New in the 2018 IMC:

- Added coverage of pollution control units.
- A new exception was added to recognize Type I kitchen hoods listed for clearances to combustibles of less than 18 inches.
- Added coverage for a newer type of non-metallic duct, phenolic duct.
- New coverage for high volume large diameter fans (HVLD), also referred to as high volume low speed (HVLS) fans.
- Relaxed requirements for sealing of duct joints and seams for Snap- and Button-lock duct joints located within the thermal envelope.

International Fuel Gas Code

Addresses the design and installation of fuel gas systems and gas fired appliances through prescriptive and performance requirements.

New in the 2021 IFGC:

- The termination of concealed condensate piping requires marking to indicate if it is the primary drain or the secondary drain.
- Press-connect joints are acceptable for high pressure (over 5 psig) applications indoors.
- Commercial cooking appliances are not allowed within dwelling units.

New in the 2018 IFGC:

- A new Section was added to recognize arc-resistant CSST products.
- The code now allows Schedule 10 steel pipe to be used, whereas previously, Schedule 40 was the lightest steel pipe material allowed. Schedule 10 steel pipe joints are allowed to be welded, brazed, flanged or assembled with press-connect fittings. Schedule 10 pipe cannot be threaded.
- The code clarifies that appliance shutoff valves located behind movable appliances, such as ranges and clothes dryers, are considered to be provided with the required access.
- The code now calls for the plastic vent pipe material to be labeled as complying with the standards for the specific pipe material as called out by the manufacturer.
- The clearances between direct-vent appliance vent terminals and openings in the building exterior that could allow combustion products to enter the building have been revised.

Chapter 70 – Property Maintenance Code

International Property Maintenance Code

The IPMC® provides requirements for continued use and maintenance of building elements, site conditions, swimming pools, plumbing, mechanical, electrical and fire protection systems in existing residential and nonresidential structures.

New in the 2021 IPMC:

- Not applicable.

New in the 2018 IPMC:

- Not applicable.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 26 -

- HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS -

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

Section 1. That Chapter 26 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 1 and 2, so that Sections 1 and 2, as so modified and amended, shall provide as follows:

1. **BUILDING OFFICIAL AND INSPECTION DIVISION.** Whenever the words "Inspection Division" are used in this chapter, it shall refer to the Building Inspections Division of the Economic and Community Development Department of the City of Decatur, Illinois.

2. **DEFINITIONS.** As used in this Chapter, the following terms shall have the meanings set out herein:

A. Heating, Air Conditioning and Refrigeration Contractor means:

1) Any corporation, partnership, or other person engaged in the business of installing, altering or servicing of heating, air conditioning, ventilation or refrigeration systems.

2) Any private or municipally owned public utility if such public utility installs, or alters, heating, air conditioning, ventilation, or refrigeration systems as herein defined, in connection with or as a part of their business of supplying fuel used in such appliances or equipment.

The term Heating, Air Conditioning, and Refrigeration Contractor does not include:

1) Any electrical contractor regulated or licensed as such under the provisions of the Electrical Code of the City of Decatur, Illinois;

2) Any Heating, Air Conditioning and Refrigeration Mechanic as defined in this Code.

B. Heating, Air Conditioning and Refrigeration Mechanic means: Any individual who installs, services or alters heating, air conditioning or refrigeration systems as herein defined, or who supervises same, and who has passed a written exam approved by the City of Decatur Construction & Housing Board of Appeals.

Section 2. That this ordinance amendment shall become effective on January 1, 2024.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 26
-HEATING, AIR CONDITIONING AND REFRIGERATION
CONTRACTORS -

1. **BUILDING OFFICIAL AND INSPECTION DIVISION.** Whenever the words "Inspection Division" are used in this chapter, it shall refer to the Building Inspections Division of the Economic and Community Development Department of the City of Decatur, Illinois ~~and whenever the words "building official" are used herein the same refers to the Manager of Building Inspections in said department.~~

(Amended, Ordinance No. 2017-07, February 6, 2017)
(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2005-09, February 21, 2005)
(Amended, Ordinance No. 2000-11, March 13, 2000)

2. **DEFINITIONS.** As used in this Chapter, the following terms shall have the meanings set out herein:

A. Heating, Air Conditioning and Refrigeration Contractor means:

1) Any corporation, partnership, or other person engaged in the business of installing, altering or servicing of heating, air conditioning, ventilation or refrigeration systems.

2) Any private or municipally owned public utility if such public utility installs, or alters, heating, air conditioning, ventilation, or refrigeration systems as herein defined, in connection with or as a part of their business of supplying fuel used in such appliances or equipment. (Amended, Ordinance No. 2007-77, October 1, 2007)

The term Heating, Air Conditioning, and Refrigeration Contractor does not include:

1) Any electrical contractor regulated or licensed as such under the provisions of the Electrical Code of the City of Decatur, Illinois;

2) Any Heating, Air Conditioning and Refrigeration Mechanic as defined in this Code.

B. Heating, Air Conditioning and Refrigeration Mechanic means: Any individual who installs, services or alters heating, air conditioning or refrigeration systems as herein defined, or who supervises same, and who has passed a written exam approved by the City of Decatur ~~Heating, Air Conditioning and Refrigeration Commission~~Construction & Housing Board of Appeals.

(Amended, Ordinance No. 2007-77, October 1, 2007)

C. Heating System means: To include but not limited to (1) Any heating unit intended to warm the atmosphere of any building or rooms therein for human occupancy except heating units that use electric elements to warm such atmosphere without ductwork; (2) Any heating unit, except hot water heaters, designed to produce steam or hot water for purposes other than to warm the atmosphere of a building or room.

(Amended, Ordinance No. 2000-26, April 17, 2000)

D. Air Conditioning Systems means: Any air conditioning unit designed to cool the atmosphere of any building or rooms therein used for human occupancy which has a rated heat removal capacity in excess of 20,000 B.T.U.'s per hour; however, any unit regardless of size or rating that is installed in such a manner that it projects from a building where pedestrian traffic will pass below it shall also be included as an air conditioning system.

E. Refrigeration System means: Any refrigeration unit, other than an air conditioning system as defined in this section which is to be used in conjunction with or as an aid to any commercial enterprises but not to include a refrigeration unit used for household purposes.

F. Ventilation System means: To include but not limited to (1) Any exhaust system designed for the removal of odor or contaminants from a building or room, (2) Kitchen exhaust system and make-up ventilation air for a commercial application only.

(Amended, Ordinance No. 2000-32, April 17, 2000).

3. LICENSE REQUIRED. (A) No corporation, partnership, or other person shall install, alter or service heating, air conditioning, ventilation or refrigeration systems in the City of Decatur, Illinois, without first having obtained a license as a City of Decatur Heating, Air Conditioning or Refrigeration Contractor. All Heating, Air Conditioning or Refrigeration Contractors shall employ at least one (1) properly licensed Heating, Air Conditioning or Refrigeration Mechanic in a supervisory or administrative capacity; and (2) said mechanic shall be licensed in the city in which is located his or her principal place of business.

(Amended, Ordinance No. 2007-77, October 1, 2007)

(Amended, Ordinance No. 2000-26, April 17, 2000)

(B) No person shall install, alter or service heating, air conditioning or refrigeration systems, or supervise same, in the City of Decatur without first having obtained a license as a Heating, Air Conditioning and Refrigeration Mechanic; provided, however that any Heating, Air Conditioning or Refrigeration Mechanic properly licensed through testing comparable to the City of Decatur in a municipality in the State of Illinois, may install, alter or service heating, air conditioning and refrigeration systems in this City without securing an additional license so long as such Mechanic complies with the rules and regulations and provisions of ordinance of this

City and they are employed by, or licensed as, a City of Decatur Heating, Air Conditioning and Refrigerator Contractor. (Amended, Ordinance No. 2007-77, October 1, 2007)

(C) The license requirements of subsections (A) and (B) hereof shall not apply to persons working under the supervision of a person licensed under the provisions of subsection (B).

4. APPLICATION FEE. Any partnership, corporation or individual desiring a license as a Heating, Air Conditioning and Refrigeration Contractor in the City of Decatur shall make application for the same on an application prescribed and provided by the Economic and Community Development Department Inspections Division. All licenses shall expire on October 1 following the issuance thereof. Applicants shall provide to the City of Decatur evidence of liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) general aggregate.

Any individual desiring a license as a Heating, Air Conditioning and Refrigeration Mechanic shall make application for the same on an application prescribed and provided by the Economic and Community Development Department Inspections Division.

(Amended, Ordinance No. 2017-07, February 6, 2017)
(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2007-77, October 1, 2007)
(Amended, Ordinance No. 2005-09, February 21, 2005)
(Amended, Ordinance No. 2000-26, April 17, 2000)
(Amended, Ordinance No. 2000-11, March 13, 2000)

5. EXAMINATION. Before a license as a Heating, Air Conditioning and Refrigeration Mechanic shall be issued to an applicant, he shall, successfully pass the “Standard Master Mechanical Exam” administered by the International Code Council National Contractor Trades Examination Program.

(Amended, Ordinance No. 2007-77, October 1, 2007)

(Amended, Ordinance No. 2005-09, February 21, 2005)

6. CONTENT OF EXAMINATION (MECHANIC). The content of the examination is to be determined by the International Code Council's Contractor Trades Examination Program. (Amended, Ordinance No. 2007-77, October 1, 2007)

7. QUALIFICATIONS OF APPLICANT (MECHANIC). Each applicant shall be at least 21 years of age and be a Registered Professional Engineer, or have had not less than four years practical experience in the field of heating, air conditioning or refrigeration work, or have satisfactorily completed a course in the particular subject in a recognized school accompanied by one year of practical experience.

8. LICENSE FEE. Licenses shall be issued annually for the period of October 1 through September 30 of the next succeeding year with an annual fee of \$100.00 for Contractors License and \$100.00 for a Mechanics License, which is in addition to the examination fee provided for elsewhere herein. Any properly registered Mechanical Contractor, who also qualifies for a Mechanics license, shall be granted both licenses for a single fee. Mechanics licenses may be annually renewed without further examination provided that the application for renewal and the payment of the annual fee is received by the Finance Department before the 1st day of November next succeeding the expiration date of the license.

(Amended, Ordinance No. 2007-77, October 1, 2007)

9. REVOCATION OF LICENSE(S). Licenses provided for herein are not transferable and shall not be loaned. Such license may be suspended or revoked by the Building official or their designee for cause and after hearing held upon reasonable notice to the licensee. Repeated failure of a licensee to comply with the provisions of this Chapter or any reasonable direction of the Inspection Division shall constitute cause for revocation of license or suspension thereof. No

licensee having had a license revoked shall again be licensed except after re-examination and approval. Decisions of revocation or suspension of licenses may be appealed to the Decatur City Manager. Application for such appeal shall be submitted to the City Clerk within ten (10) days of the Building official or their designee's final decision. (Amended, Ordinance No. 2022-39, September 19, 2022)

10. ELECTRICAL CONTRACTOR. Notwithstanding any other provision hereof, appliances and apparatus for the utilization of electricity for space heating without the use of duct work may be installed, upon the requisite permit being issued therefor, by either licensed heating, air conditioning and refrigeration mechanics, or by licensed electrical contractors. Furnaces, appliances and apparatus for utilization of electricity for space heating by the use of duct work may be installed by either contractor; however, any such duct work shall be done only by licensed heating, air conditioning and refrigeration mechanics upon the requisite permit being issued for such electrical work. Air conditioning units shall be installed only by licensed heating, air conditioning and refrigeration mechanics. Through the wall combination heating and air conditioning units may be installed by either a licensed electrical contractor or heating, air conditioning and refrigeration mechanic. Furnaces, appliances and apparatus utilizing a source of energy other than electricity shall be installed only by a licensed heating, air conditioning and refrigeration mechanic, and all wiring and electrical connections and the like therewith shall be done only by licensed electrical contractors.

11. SEVERABILITY. If any section, sub-section, paragraph, sentence, clause or phrase of this Chapter should be declared invalid for any reason, such decision shall not affect the remaining portions of this Chapter which shall remain in full force and effect and to this end the provisions of this Chapter are declared to be severable.

12. **PENALTY.** Any person, firm or corporation who violates any provision of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense and every day that such violation continues may be deemed to be a separate offense. (Amended, Ordinance No. 2011-66, October 31, 2011)

SUBJECT: Ordinance Amending City Code Chapter 44 Fire Prevention and Hazardous Materials Control

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Additions & Deletions	Exhibit

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 44 -

- FIRE PREVENTION AND HAZARDOUS MATERIALS CONTROL -

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

Section 1. That Chapter 44 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 1 and 4 of Article I and Sections 10, 20, 21 and 22 of Article II, so that Sections 1 and 4 of Article I and Sections 10 and 20 of Article II, as so modified and amended, shall provide as follows:

1. CODE ADOPTED. The same having been duly placed and remained on file as required, and subject to the additions, modifications, changes and deletions set out herein, the 2021 International Fire Code and Appendices (a) through (g) and (n), expressly excluding Appendices (h) through (m), ("Code") is hereby adopted by reference.

4. AMENDMENTS TO CODE. The following numbered sections of said Code are hereby modified and amended as herein indicated:

That Appendices (a) through (g) and (n) shall be adopted as 2021 International Fire Code, expressly excluding Appendices (h) through (m) deleted in Section 3 above.

506.1 add:

(A) Unless exempted by written order of the Decatur Fire Department, and in order to eliminate forced entries into structures and to avoid costly and time-consuming efforts in gaining access to locked structures during times of emergency, the following structures shall be equipped with a key lock box system at or near the main entrance or at any other such location which may be required by the Fire Chief or any other representative of the Fire Department:

(1) All newly constructed commercial and industrial structures and places of assembly protected by an automatic fire alarm system or automatic suppression system or any such structure secured in a manner that restricts access during an emergency;

(2) All newly constructed multi-family residential structures that have restricted access through locked doors and have a common corridor for access to the living quarters.

(3) All newly constructed health care facilities; and

(4) All existing structures undertaking additions, alterations or repairs which shall cause the same to conform with the then current provisions of any of the building or property maintenance codes adopted by the City.

(B) All structures subject hereto shall be required to install a key lock box system prior to the issuance of any occupancy permit which shall then be functional at all times thereafter.

(C) The Fire Chief shall designate the type of key lock box system to be implemented and shall have the authority to require all structures to use the designated system.

(D) The owner or operator of any structure subject hereto shall, at all times, keep a key in the lock box that will permit access to the structure.

(E) The owner or operator of any structure subject hereto shall notify the Fire Department of any changes to the key lock box system.

(F) The Fire Chief shall be authorized to implement rules and regulations governing the use of any key lock box system.

606.1. add: All commercial kitchen exhaust hood extinguishing systems and associated portable fire extinguishers in place to protect commercial cooking appliances shall be UL 300 compliant before January 1, 2015. For the purposes of this Code, commercial cooking appliances may be defined as those appliances used to prepare foods sold for money or to raise money, or as regular part or service in commercial enterprise. The determination of use for commercial purposes shall be determined by the authority having jurisdiction.

903.4.2 substitute: "...exterior of the building" for "...interior and exterior of the building".

912.2.1 add: The location of any Fire Department connection shall be indicated with a strobe located approximately ten feet above grade and within ten feet of the vertical axis of the Fire Department Connection.

1008.3.3 item 5. substitute: All public restrooms, dressing rooms and locker rooms.

10. EMERGENCY VEHICLE OPERATION. The driver of any emergency vehicle, as defined in Article II Section 6 of this ordinance, shall not sound the siren thereon or have the front red lights on or disobey any existing traffic regulation, except when said vehicle is responding to an emergency call or when responding to, but not upon returning from, a fire. Tactical strategies such as, but not restricted to, "move-ups" do not constitute an emergency call.

20. RULES AND REGULATIONS. The fire official may promulgate, publish and enforce reasonable rules and regulations to provide for procedures and practices and to otherwise implement the provisions, and to carry out the intent and purposes hereof.

Section 2. That this ordinance amendment shall become effective on January 1, 2024.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 44
-FIRE PREVENTION AND HAZARDOUS MATERIALS CONTROL-

ARTICLE I. FIRE PREVENTION AND CONTROL

1. CODE ADOPTED. The same having been duly placed and remained on file as required, and subject to the additions, modifications, changes and deletions set out herein, the ~~2015~~ 2021 International Fire Code and Appendices (a) through (g) and (n), expressly excluding Appendices (h) through (m), ("Code") is hereby adopted by reference. (Amended, Ordinance 2018-63, November 5, 2018, Effective January 1, 2019)

2. WORDS AND PHRASES. The Code adopted hereby may be cited and known as the Fire Prevention Code and is so referred to herein. Whenever in said Code the words, "name of jurisdiction" appear in brackets, said Code is modified by removal of said brackets and substitution of the words "the City of Decatur, Illinois" in lieu of the words contained therein, and said Code shall be taken and construed as if such were expressly so set out therein. Whenever in said Code reference is made to the board of appeals such shall be taken to mean and shall be construed to refer to the Construction and Housing Board of Appeals of the City. Whenever in this Chapter reference is made to "flammable" or "combustible", said words shall be defined as in the rules and regulations duly promulgated by the Office of the State Fire Marshal.

3. DELETIONS FROM CODE. The following appendices of said Code are deleted there from and the provisions thereof are not adopted:

Appendices H, I, J, K, L, M (Amended, Ordinance 2018-63, November 5, 2018, Effective January 1, 2019)

4. AMENDMENTS TO CODE. The following numbered sections of said Code are hereby modified and amended as herein indicated:

That Appendices (a) through (g) and (n) shall be adopted as ~~2015~~ 2021 International Fire Code, expressly excluding Appendices (h) through (m) deleted in Section 3 above.

506.1 add: (A) Unless exempted by written order of the Decatur Fire Department, and in order to eliminate forced entries into structures and to avoid costly and time-consuming efforts in gaining access to locked structures during times of emergency, the following structures shall be equipped with a key lock box system at or near the main entrance or at any other such location which may be required by the Fire Chief or any other representative of the Fire Department:

(1) All newly constructed commercial and industrial structures and places of assembly protected by an automatic fire alarm system or automatic suppression system or any such structure secured in a manner that restricts access during an emergency;

(2) All newly constructed multi-family residential structures that have restricted access through locked doors and have a common corridor for access to the living quarters;

(3) All newly constructed health care facilities; and

(4) All existing structures undertaking additions, alterations or repairs which shall cause the same to conform with the then current provisions of any of the building or property maintenance codes adopted by the City.

(B) All structures subject hereto shall be required to install a key lock box system prior to the issuance of any occupancy permit which shall then be functional at all times thereafter.

(C) The Fire Chief shall designate the type of key lock box system to be implemented and shall have the authority to require all structures to use the designated system.

(D) The owner or operator of any structure subject hereto shall, at all times, keep a key in the lock box that will permit access to the structure.

(E) The owner or operator of any structure subject hereto shall notify the Fire Department of any changes to the key lock box system.

(F) The Fire Chief shall be authorized to implement rules and regulations governing the use of any key lock box system. (Amended, Ordinance 2018-63, November 5, 2018, Effective January 1, 2019)

~~Section 609~~606.1. Commercial Kitchen Hoods. add: All commercial kitchen exhaust hood extinguishing systems and associated portable fire extinguishers in place to protect commercial cooking appliances shall be UL 300 compliant ~~on or~~ before January 1, ~~2009~~2015. For the purposes of this Code, commercial cooking appliances may be defined as those appliances used to prepare foods sold for money or to raise money, or as regular part or service in commercial enterprise. The determination of use for commercial purposes shall be determined by the authority having jurisdiction.

903.4.2 substitute: "...exterior of the building" for "...interior and exterior of the building".

~~907.4~~ substitute "...initiation is required" for "...initiation is installed".

~~907.4.2~~ substitute "...fire alarm system is required" for "...fire alarm system is installed".

912.2.1 add: The location of any Fire Department connection shall be indicated with a strobe located approximately ten feet above grade and within ten feet of the vertical axis of the Fire Department Connection. (Amended, Ordinance 2018-63, November 5, 2018, Effective January 1, 2019)

1008.3.3 item 5. substitute: All public restrooms, dressing rooms and locker rooms.

~~Section 8. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or Alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). The code enforcement official may require additional numbers as needed. (Reference: 2015 International Fire Code Section 505.1 Premises Identification).~~

~~Section 912.2.1 of the 2015 International Fire Code shall be amended, so that as so amended, the Fire Department Connection Visible Location, will provide as follows: The location of any Fire Department connection shall be indicated with a strobe located approximately ten feet above grade and within ten feet of the vertical axis of the Fire Department Connection. (Amended, Ordinance 2018-63, November 5, 2018, Effective January 1, 2019)~~

5. FIREWORKS. The manufacture, storage, display, possession, and discharge of fireworks shall be subject to the provisions of this section, in addition to those provisions relevant thereto set out in the Code. (Amended, Ordinance 2018-82, December 17, 2018, Effective January 1, 2019)

(a) No person, firm or corporation shall manufacture, store, display, possess or discharge fireworks without a permit therefore issued by the City.

(b) Fireworks shall mean and include any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, firecrackers, torpedoes, skyrockets, Roman candles, dago bombs, chasers and devices of like construction and any device containing any explosive substance, except the term "fireworks" shall not include auto flares, wire sparklers, snakes, glow worms, trick

noisemakers and paper caps containing not in excess of .25 grain (16.2 mg.) of explosive content per cap and toy pistols, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times.

(c). Revocation: Any permit issued hereunder may be revoked or suspended by the City Manager upon two (2) days notice in writing to the person issued the permit of the opportunity to be heard, for any violation by the permittee of the provisions of the Fire Prevention Code or the regulations duly adopted thereunder, and such suspension or revocation may be in addition to any fine imposed. For any third or subsequent violation of Chapter 44 occurring within twelve (12) months of the date of the first violation, the person issued the permit shall be revoked, and the person issued the permit shall be ineligible to receive a permit for the display or discharge of fireworks for a period of twelve (12) months.

(d). Liability of Certain Persons: No licensee, owner, permit holder, possessor, manager, or other person in control or in charge of any place or premises holding a permit issued hereunder shall permit the violation of any provision of statute or the City Code. It shall not be a defense to a prosecution brought hereunder that the defendant did not have actual knowledge of the violation.

(e). Display permit approvals: Approval for display permit shall be made in writing at least 15 days in advance of the date of the display or discharge of fireworks.

(f). Fireworks permit fees: Fireworks permit applications shall be accompanied by a non-refundable fee of Three Hundred Dollars (\$300.00), for a permit to display fireworks.

(Amended, Ordinance No. 2016-82, November 21, 2016)

6. CODE OFFICIAL. The Chief of the Fire Department is hereby designated the code official and reference to such official herein or in said Code, shall be the same as if said officer was expressly referred to. Whenever reference is made in said Code to the Department of

Building Inspections or similar reference, such shall be taken to mean and shall be construed to refer to the Inspections Division of the Economic and Community Development Department. (Amended, Ordinance No. 2017-07, February 6, 2017)

7. PERMIT APPLICATION FEE. Whenever by the provisions of Code or ordinance a permit is required to be obtained from the code official, application for the same shall be made at the office of the Financial Management Department upon forms there furnished containing such information as may reasonably be required by the code official.

ARTICLE II. BASIC FIRE CONTROL MEASURES AND REGULATIONS

1. AUTHORITY AT FIRES AND OTHER EMERGENCIES. The code official or duly authorized representatives, as may be in charge at the scene of a fire or other emergency involving the protection of life and property, is empowered to direct such operations as may be necessary to extinguish or control any suspected or reported fires, gas leaks or other hazardous conditions or situations or to take any other action necessary in the reasonable performance of their duty. The code official may prohibit any person, vehicle or object from approaching the scene and may remove or cause to be removed from the scene any person, vehicle or object that may impede or interfere with the operations of the fire department. The code official may remove or cause to be removed any person, vehicle or object from hazardous areas. All persons ordered to leave a hazardous area shall do so immediately and shall not re-enter the area until authorized to do so by the code official.

2. INTERFERENCE WITH FIRE DEPARTMENT OPERATIONS. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of any fire department emergency vehicle in

any way, or to interfere with, attempt to interfere with, conspire to interfere with, obstruct or hamper any fire department operation.

3. COMPLIANCE WITH ORDERS. A person shall not willfully fail or refuse to comply with any lawful order or direction of the code official or to interfere with the compliance attempts of another individual.

4. VEHICLES CROSSING FIRE HOSE. A vehicle shall not be driven or propelled over any unprotected fire hose of the fire department when laid down on any street, alleyway, private drive or any other vehicle roadway without the consent of the code official in command of said operation.

5. DEFINITION OF AUTHORIZED EMERGENCY VEHICLE. Authorized emergency vehicles shall be restricted to those that are defined and authorized under the laws of the State of Illinois.

6. OPERATION OF VEHICLES ON APPROACH OF AUTHORIZED EMERGENCY VEHICLES. Upon the approach of any authorized emergency vehicle, giving audible or visual signal, the operator of every other vehicle shall immediately drive the same to a position as near as possible and parallel to the right-hand edge or curb of the street or roadway, clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle or vehicles have passed, unless otherwise directed by the code official or a police officer.

7. VEHICLES FOLLOWING FIRE APPARATUS. It shall be unlawful for the operator of any vehicle, other than one on official business, to follow closer than 300 feet from any fire apparatus or other authorized vehicle traveling in response to a fire alarm or to drive any vehicle within the block or immediate area where fire apparatus has stopped in answer to a fire alarm.

8. UNLAWFUL BOARDING OR TAMPERING WITH FIRE DEPARTMENT EMERGENCY EQUIPMENT. A person shall not, without proper authorization from the code official in charge of said fire department emergency equipment, remove equipment or cling to, attach oneself to, climb upon or into, board or swing upon any fire department emergency vehicle, whether the same is in motion or at rest; or sound the siren, horn, bell or other sound-producing device thereon; or manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps or any equipment or protective clothing on, or a part of, any fire department emergency vehicle.

9. DAMAGE, INJURY - FIRE DEPARTMENT EQUIPMENT, PERSONNEL. It shall be unlawful for any person to damage or deface, or attempt or conspire to damage or deface, any fire department emergency vehicle at any time or to injure, or attempt or conspire to injure, fire department personnel while performing departmental duties.

10. EMERGENCY VEHICLE OPERATION. The driver of any emergency vehicle, as defined in [Article II](#) Section 6 of this ordinance, shall not sound the siren thereon or have the front red lights on or disobey any existing traffic regulation, except when said vehicle is responding to an emergency call or when responding to, but not upon returning from, a fire. Tactical strategies such as, but not restricted to, “move-ups” do not constitute an emergency call. The driver of an emergency vehicle may:

- (a) Park or stand irrespective of the provisions of existing traffic regulations;
- (b) Proceed past a red or stop signal or other sign, but only after slowing down as may be necessary for safe operation;
- (c) Exceed the prima facia speed limit so long as the action does not endanger life or property;
- (d) Disregard regulations governing direction of movement or turning in specified directions; or

(e) The exemptions herein granted to an emergency vehicle shall apply only when the driver of any such vehicle in motion sounds an audible signal by bell, siren or exhaust whistle as may be reasonably necessary, and when the vehicle is equipped with at least one lighted lamp displaying a red light visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle.

11. BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS. It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department connection for the pressurization of fire suppression systems, including fire hydrants and fire department connections located on public or private streets and access lanes or on private property. If, upon the expiration of the time mentioned in a notice of violation, obstructions or encroachments are not removed, the code official shall proceed to remove the same. Cost incurred in the performance of necessary work shall be paid from the municipal treasury on certificate of the code official and with the approval of the chief administrative official; and the legal authority of the municipality shall institute appropriate action for the recovery of such costs.

12. HYDRANT USE APPROVAL. A person shall not use or operate any fire hydrant intended for use of the fire department for fire suppression purposes, unless such person first secures a permit for such use from the code official and the water company having jurisdiction. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the water company having jurisdiction.

13. PUBLIC WATER SUPPLY. The code official shall recommend to the chief administrative official of the municipality the location or relocation of new or existing fire hydrants and the placement or replacement of inadequate water mains located upon public property and deemed necessary to provide an adequate fire flow and distribution pattern. A fire

hydrant shall not be placed into or removed from service until inspected and approved by the code official. New water mains in the City of Decatur water distribution system shall be a minimum of (8) inches in diameter or sized to deliver the required quantity of water at adequate pressure including fire flow where applicable.

14. YARD SYSTEMS. All new and existing ship yards, oil storage plants, lumber yards, amusement or exhibition parks, and educational or institutional complexes and similar occupancies and uses involving high fire or life hazards, and that are located more than one hundred fifty (150) feet from a public street or that require quantities of water beyond the capabilities of the public water distribution system, shall be provided with properly placed fire hydrants. Such fire hydrants shall be capable of supplying fire flows as required by the code official and shall be connected to a water system in accordance with accepted engineering practices. The code official shall designate and approve the number, color coding, painting, and location of fire hydrants. The code official may require the installation of sufficient fire hose and equipment housed in accordance with the approved rules and may require the establishment of a trained fire brigade when the hazard involved requires such measures. Private hydrants shall not be placed into or removed from service until inspected and approved by the code official.

15. MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT. A person shall not obstruct, remove, tamper with or otherwise disturb any fire hydrant or fire appliance required to be installed or maintained under the provisions of the Fire Prevention Code, except for the purposes of extinguishing a fire, training or testing, recharging or making necessary repairs or when permitted by the code official. Whenever a fire appliance is removed as herein permitted, it shall be replaced or re-installed as soon as the purpose for which it was removed has been

accomplished. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the code official.

16. SALE OF DEFECTIVE FIRE EXTINGUISHERS. A person shall not sell, trade, loan or give away any form, type or kind of fire extinguisher that is not approved by the code official, or that is not in proper working order, or the contents of which do not meet the requirements of the code official. The requirements of this section shall not apply to the sale, trade or exchange of obsolete or damaged equipment for junk when said units are permanently disfigured or marked with a permanent sign identifying the unit as junk.

17. STREET OBSTRUCTIONS. A person or persons shall not erect, construct, place or maintain any bumps, fences, gates, chains, bars, pipes, wood or metal horses or any other type of obstruction in or on any street, within the boundaries of the municipality. The word street, as used in the ordinance, shall mean any roadway accessible to the public for vehicular traffic, including, but not limited to, private streets or access lanes, as well as all public streets and highways within the boundaries of the municipality unless approved by the authority having jurisdiction.

18. SMOKING ON BUSES.

A. The smoking of a pipe, cigar, cigarette or tobacco or other substance on any motor coach or bus of the City is prohibited.

B. The carrying or possession of any ignited, flaming, smoking or smoldering substance on any motor coach or bus of the City while such vehicle is in service, whether parked or moving, is prohibited.

19. SHREDDDED BARK. No person, firm or corporation shall place, or caused to be placed, shredded bark within two (2) feet of any commercial building, or exterior wall thereof, if constructed with combustible materials.

~~**20. EMERGENCY LIGHTS:** Emergency lights shall be required for all new construction of public buildings as well as permit required renovations in all common use restrooms, dressing rooms, and locker rooms. (1008.3.3 item 5 shall include all public restrooms regardless of size). (Amended, Ordinance Number 2018-63, November 5, 2018, Effective January 1, 2019)~~

~~**21. FIRE DEPARTMENT KEY BOXES**~~

~~(A) Unless exempted by written order of the Decatur Fire Department, and in order to eliminate forced entries into structures and to avoid costly and time-consuming efforts in gaining access to locked structures during times of emergency, the following structures shall be equipped with a key lock box system at or near the main entrance or at any other such location which may be required by the Fire Chief or any other representative of the Fire Department:~~

~~(1) All newly constructed commercial and industrial structures and places of assembly protected by an automatic fire alarm system or automatic suppression system or any such structure secured in a manner that restricts access during an emergency;~~

~~(2) All newly constructed multi-family residential structures that have restricted access through locked doors and have a common corridor for access to the living quarters;~~

~~(3) All newly constructed health care facilities; and~~

~~(4) All existing structures undertaking additions, alterations or repairs which shall cause the same to conform with the then-current provisions of any of the building or property maintenance codes adopted by the City.~~

~~(B) All structures subject hereto shall be required to install a key lock box system prior to the issuance of any occupancy permit which shall then be functional at all times thereafter.~~

~~(C) The Fire Chief shall designate the type of key lock box system to be implemented and shall have the authority to require all structures to use the designated system.~~

~~(D) The owner or operator of any structure subject hereto shall, at all times, keep a key in the lock box that will permit access to the structure.~~

~~(E) The owner or operator of any structure subject hereto shall notify the Fire Department of any changes to the key lock box system.~~

~~(F) The Fire Chief shall be authorized to implement rules and regulations governing the use of any key lock box system. (IFC 2015 Section 506) (Amended, Ordinance 2018-63, November 5, 2018, Effective January 1, 2019)~~

22.20. RULES AND REGULATIONS. The fire official may promulgate, publish and enforce reasonable rules and regulations to provide for procedures and practices and to otherwise implement the provisions, and to carry out the intent and purposes hereof.

ARTICLE III. CONTROL OF HAZARDOUS MATERIALS AND ENVIRONMENTALLY DAMAGING SUBSTANCES

1. DEFINITIONS PERTAINING TO HAZARDOUS MATERIALS:

The following terms as used in this Article shall have the meanings respectively ascribed to them herein, unless the context otherwise requires.

(a) Clean-up. Clean-up includes all the activities necessary to contain, collect, analyze, treat and disperse, remove and dispose of hazardous materials and/or environmentally damaging substances, and to restore the site to pre-incident condition.

(b) Clean-up Contractor. A person, company or corporation that performs clean-up activities at hazardous materials release sites.

(c) Cost defined. All expenses incurred by the City for any fire fighting, medical treatment, remedial, removal, or clean-up activities involving a hazardous materials or environmentally damaging substances release, threatened release or fire. Costs include but are not limited to contractual services, wages, salaries, damaged or destroyed equipment, spill control supplies, protective clothing, fire fighting or vapor suppressing foam, medical care and medical supplies. Costs include expenses incurred by the City for the supervision and verification of remedial and clean-up activities. Costs shall not include the expense of actual fire suppression services and emergency medical service which are normally or usually provided to the public by the Fire Department, except as those costs directly relate to hazardous materials or environmentally damaging substances, such as remedial activities by the Fire Department Hazardous Material Response Team and fire fighting foam operations at petroleum, alcohol, organic oils, flammable or combustible liquid spills.

(d) Environmentally damaging substances. Any substance spilled or released into the environment in sufficient quantity so as to cause actual or potential human health problems if not dealt with by remedial action, or to contaminate air, land or water.

(e) Facility. Any building, structure, installation, equipment, pipe or pipeline including but not limited to any pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock or air craft or any site where hazardous materials or environmentally damaging substances have been deposited, stored, disposed of, placed or otherwise came to be located.

(f) Hazardous Materials. Substances or materials in quantity and forms that may pose an unreasonable risk to health, safety or property when stored, transported or used in commerce. Such materials include but are not limited to: explosives, blasting agents, poisons, flammable and combustible liquids, flammable and non-flammable gases, corrosives, oxidizers, organic peroxides, flammable solids, radioactive materials, etiological agents. Hazardous Materials also includes hazardous substances and hazardous wastes.

(g) Hazardous Substances. Any substance designated under the Clean Water Act and Comprehensive Environmental Response, Compensation, Liability Act (CERCLA) (42 USC Sec. 9601 et. seq.), as now or hereafter amended, as posing a threat to the waterways and the environment when released.

(h) Hazardous Waste. Discarded material under Resource Conservation and Recovery Act (RCRA) (42 USC Sec. 6901 et. seq.) regulated by the United States Environmental Protection Agency because of public health and safety concerns.

(i) Incident defined. A fire, a release or threatened release of hazardous materials or environmentally damaging substances.

(j) Person. Any individual, business, firm, partnership, corporation, association, trust, estate, joint venture or other legal entity, or their legal representative or agent.

(k) Placarded Vehicle. A vehicle, that when transporting hazardous materials, is required by the United States Department of Transportation to be marked with placards to warn emergency responders of the hazardous cargo, pursuant to the Hazardous Materials Transportation Act, 49 USC Sec. 1801 et. seq.

(l) Release . Any spilling, leaking, pumping, pouring, emitting, escaping, emptying, discharging, injecting, leaching, dumping, disposing, exploding or burning of hazardous materials or environmentally damaging substances into or on any land, air, water, well, stream, sewer, or pipe such that hazardous materials or any constituent or environmentally damaging substances thereof, that may enter the environment.

(m) Remedial Action. Any action consistent with a permanent remedy of a release or threatened release of hazardous materials or environmentally damaging substances into the environment. The term includes, but is not limited to actions at the location of a release such as diking, damming, trenching, covering, diverting, foaming, neutralizing, isolating, burning, closing, plugging, moving, repairing, transferring, recycling, etc. The actions required may also include the evacuation, sheltering or feeding of people provision of alternative water supplies and other activities to protect the public's health and welfare and the environment.

(n) Responsible Party or Parties. The Responsible party includes the following:

(1) The owner and operator of a facility or vessel from which there is a fire or release or threatened release of hazardous materials or environmentally damaging substances;

(2) Any person who at the time of disposal, transport, storage, or treatment of hazardous materials or environmentally damaging substances owned or operated the facility or vehicle used for such disposal, transport, treatment or from which there was a fire, release or

threatened release of such hazardous materials or environmentally damaging substances;

(3) Any person who by contract, agreement or otherwise has arranged with another party or entity for transport, storage, disposal or treatment of hazardous materials or environmentally damaging substances owned, controlled or possessed by such person at a facility owned and operated by another party or entity from which there is fire, release or threatened release of hazardous materials or environmentally damaging substances;

(4) Any person who accepts or accepted any hazardous materials or environmentally damaging substances for transport to disposal, storage or sites from which there is a fire, release or threatened release of hazardous materials or environmentally damaging substances;

(5) In the case of an abandoned facility or vehicle any person owning or operating the abandoned facility or any person who owned or operated or otherwise controlled activities at the abandoned facility immediately prior to abandonment;

(6) In the case of a land trust owning or operating a facility or vehicle the person owning the beneficial interest in the land trust.

2. UNLAWFUL RELEASES PROHIBITED.

No person shall cause threaten, or allow the release of hazardous materials or environmentally damaging substances, unless such release is in accordance with an appropriate permit granted by the Illinois Environmental Protection Agency or other State or Federal agency having primary authority over the release and such release is in such a place and manner as will not create a substantial present or potential hazard to human health, property, or the environment. Any prohibited release is hereby declared a public nuisance.

3. RESPONSE AUTHORITY. The Fire Department shall have the authority to respond to and control all activities at any fire, release or threatened release involving hazardous materials or environmentally damaging substances and perform such remedial or fire fighting

activities as are deemed necessary to control any incident within the City, or in areas that threaten the City or the water supply of the City.

4. LIABILITY FOR COSTS. Each responsible party or parties shall be liable to the City for all costs incurred by the City resulting from a fire, release or threatened release involving hazardous materials or environmentally damaging substances, except that the City shall not recover more than the actual costs incurred. This section shall not limit citation or prosecution under Article IV of this Chapter.

5. PAYMENT FOR INCURRED COSTS. Each responsible party shall remit payment to the City Director of Financial Management Department within thirty (30) days upon written notification of cost by the Director of Financial Management.

6. NOTIFICATION OF HAZARDOUS MATERIALS REQUIRED. Any person using, producing, researching and/or storing hazardous materials shall notify the Fire Department. The notification shall include an accurate site safety plan, a list of all hazardous materials including quantities, container types and sizes and a material safety data sheet on each hazardous material at the facility. A notebook containing all the above information shall also be kept at the facility, to be used by facility personnel and responding Fire Department personnel. The note book shall be placed in a prominent location, so that it can be easily located during an emergency response or inspection.

7. WARNING PLACARDS ON HAZARDOUS MATERIALS FACILITIES. Any person using, researching, producing or storing hazardous materials shall place warning placards inside and on the outside of the structure in a prominent location. The content of the placard shall be determined by the Fire Department utilizing the National Fire Protection Association Standard 704M Hazardous Materials Placard System to determine the

warning numbers on the placard. The placard for the outside of the facility shall be thirty (30) inches square, constructed of a weather resistant material, mounted square on point in a location approved by the Fire Department. Smaller placards may be required by the Fire Department inside the facility to mark special hazards. Placards shall not be removed or moved without the permission of the Fire Department. Permission shall be requested from the Fire Department to remove placards from any facility that no longer contains hazardous materials.

8. HAZARDOUS USE OF COMBUSTIBLES. No person, firm, corporation or other entity shall keep, store, transport, transfer, sell, deliver or use within the corporate limits of the City of Decatur, any petroleum product, gasoline, volatile oils, or other volatile combustibles or compounds in such a manner or under such circumstances as to jeopardize life or property, or in violation of any provisions of City Code, Fire Prevention Code or State of Illinois Rules and Regulations for Flammable or Combustible Liquids.

9. TANK VEHICLES. The driver or operator or attendant of any tank vehicle, whenever transferring flammable or combustible liquids to or from such vehicle, shall remain outside the same and in constant attendance thereat at all times during such operation. No person shall carry or possess any ignited, smoking, smoldering or flammable substance in the vicinity of such operation or expose the same to open flame, during the course thereof. Tanks of delivering vehicles and of storage tanks or marketing or servicing stations shall be so equipped as to permit the same to be connected in such a manner as to prevent the escape of liquid other than into the tanks being filled. No delivery or transfer of Class I or II flammable liquid into the tanks of marketing or service stations shall be made except through such a connection as required hereby. During the making and breaking of connections, the motors of delivering vehicles shall be shut down.

10. COMBUSTIBLE LIQUIDS. Combustible liquids may be stored in, and dispensed from, aboveground storage tanks, but only in compliance with rules and regulations duly promulgated by the Office of the State Fire Marshal; provided that, not more than 2,500 gallons of combustible liquid may be stored at any one time in any one tank or vessel, anything in said rules and regulations to the contrary notwithstanding. This section does not apply to an approved bulk, processing or industrial plant or refinery which is in compliance with NFPA 30.

11. FLAMMABLE LIQUIDS. The dispensing of flammable liquids from above ground storage containers shall be limited to no more than 500 U.S. Gallons shall receive approval by the local code official and the Office of the State Fire Marshal. This section does not apply to an approved bulk, processing or industrial plant or refinery which is in compliance with NFPA 30.

ARTICLE IV. REGULATIONS, CITATIONS AND PENALTIES

1. RULES AND REGULATIONS. The code official may promulgate, publish and enforce reasonable rules and regulations to provide for procedures and practices and to otherwise implement the provisions, and to carry out the intent and purposes of this Chapter.

2. VIOLATIONS NOTICE AND COMPLAINT. Whenever a fire officer witnesses or has knowledge based on reasonable grounds of a violation by any person of any section of this Chapter, or of Section 12 of Chapter 48 of this Code, such person may be issued a Violation Notice and Complaint by the Fire officer as set forth in Chapter 29 of this Code.

3. PAYMENT OF VIOLATION NOTICE AND COMPLAINT

A person cited by a fire officer for a violation of any section of this Chapter, or Section 12 of Chapter 48, as herein provided, may terminate any further proceedings by the City due to

said violation by making payment to the City at the Office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

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

(b) The City Treasurer may accept payment of a citation issued hereunder after the ten day period provided for herein, and upon such acceptance no prosecution for the cited violation may be filed or pursued by the City.

4. **PENALTY.** Any person, firm or corporation or other entity that violates any provision hereof, or any provision contained in the Code adopted by reference hereby shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00) for each offense and each day a violation occurs or continues shall be considered a separate offense.

SUBJECT: Ordinance Amending City Code Chapter 67 Building Code

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Additions & Deletions	Exhibit

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 67 -
- BUILDING CODE -**

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

Section 1. That Chapter 67 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2, 3, 4, 6, 7 and 9, so that Sections 2, 3, 4, 6, 7 and 9, as so modified and amended, shall provide as follows:

2. **BUILDING CODE.** The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, 2021 International Building Code the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference and the same to be known, and which may be cited, as the "The Building Code" of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

3. **SUBSTITUTIONS.** (A) Whenever in said Code the words, "name of the jurisdiction" or "jurisdiction" appear in brackets, said Code is modified by removal of said brackets and substitution of the words "the City of Decatur, Illinois," in lieu of the words contained therein, and said Code shall be taken and construed as if such were expressly so set out therein.

(B) Whenever in said Building Code any of the other codes listed first in each of subsections (i) through (iv) hereof is mentioned, such code shall be deleted therefrom and the code listed immediately thereafter said subsection shall be substituted in lieu thereof, as indicated, and said Code shall be taken and construed as if such latter code were expressly so set out therein: (i) International Plumbing Code, to be replaced by the Plumbing Code of the State of Illinois Department of Public Health; (ii) International Private Sewage Disposal Code, to be replaced by the Illinois Private Sewage Code; (iii) ICC A117.1 accessibility code, to be replaced by the Illinois Accessibility Code and, (iv) International Energy Conservation Code, to be replaced by the Illinois Energy Conservation Code .

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the Building Official or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or similar reference such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Economic & Community Development Department as fully as if said designation was set out therein in lieu of such words.

6. **DELETIONS.** The following numbered Articles or sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

Section No. (inclusive)

103.2

105.2 (item #2)

113

7. **AMENDMENTS.** The following numbered sections in said Code are hereby modified and amended as herein indicated:

(a) All Appendices shall likewise be deleted with the exception of Appendix G, “Flood-Resistant Construction” and Appendix I “Patio Covers”.

(b) Where terminology in the body of the Code reads “by the fire code official” change to read “by the building official”.

(c) 1008.3.3 item 5. substitute All public restrooms, dressing rooms and locker rooms.

9. ...(g) An additional fee of \$50 will be assessed for permits to erect or construct new buildings or for additions or alterations to buildings whereby the work has not been completed and/or has not received “satisfactory” final inspections by the expiration date of the permit. This fee may be waived by the Building Official if he determines that the reasons for delay are justified.

Section 2. That this ordinance amendment shall become effective on January 1, 2024.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 67
-BUILDING CODE-

1. **APPLICABILITY.** This Chapter shall have, along with the Code adopted hereby, the scope and applicability set out in said code, except as modified by the provisions of this Chapter.

2. **BUILDING CODE.** The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, ~~2015~~2021 International Building Code the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference and the same to be known, and which may be cited, as the "The Building Code" of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

(Amended, Ordinance No. 2018-64, November 5, 2018, Effective January 1, 2019)

(Amended, Ordinance No. 2011-59, October 3, 2011)

(Amended, Ordinance No. 2007-19, April 2, 2007)

(Amended, Ordinance No. 2004-23, March 15, 2004)

(Amended, Ordinance No. 2001-57, July 30, 2001)

3. **SUBSTITUTIONS.** (A) Whenever in said Code the words, "name of the jurisdiction" or "jurisdiction" appear in brackets, said Code is modified by removal of said brackets and substitution of the words "the City of Decatur, Illinois," in lieu of the words contained therein, and said Code shall be taken and construed as if such were expressly so set out therein.

(B) Whenever in said Building Code any of the other codes listed first in each of

subsections (i) through (iv) hereof is mentioned, such code shall be deleted therefrom and the code listed immediately thereafter said subsection shall be substituted in lieu thereof, as indicated, and said Code shall be taken and construed as if such latter code were expressly so set out therein: (i) ~~International Electric Code, to be replaced by the National Electrical Code, Edition of the National Fire Protection Association;~~ (ii) International Plumbing Code, to be replaced by the Plumbing Code of the State of Illinois Department of Public Health; (iii) International Private Sewage Disposal Code, to be replaced by the Illinois Private Sewage Code; ~~and, (iv) ICC A117.1 accessibility code, to be replaced by the Illinois Accessibility Code~~ and, (iv) ICC A117.1 accessibility code, to be replaced by the Illinois Accessibility Code and, (iv) International Energy Conservation Code, to be replaced by the Illinois Energy Conservation Code.

(Amended, Ordinance No. 2011-59, October 3, 2011)

(Amended, Ordinance No. 2007-19, April 2, 2007)

(Amended, Ordinance No. 2004-23, March 15, 2004)

4. BUILDING INSPECTIONS. Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the Building ~~Inspection~~ Manager Official or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or similar reference such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Economic & Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2007-19, April 2, 2007)

(Amended, Ordinance No. 2000-11, March 13, 2000)

5. **BOARD OF APPEALS.** Whenever in said Code reference is made to the Board of Appeals such shall be taken to mean and shall be construed to refer to the Construction and Housing Board of Appeals of the City. (Amended, Ordinance No. 2018-64, November 5, 2018 Effective January 1, 2019)

6. **DELETIONS.** The following numbered Articles or sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

<u>Section No. (inclusive)</u>	
<u>103.2</u>	
<u>105.2 (item #2)</u>	
<u>110.3.2</u>	
<u>113</u>	

(Amended, Ordinance No. 2011-59, October 3, 2011)
(Amended, Ordinance No. 2009-39, May 18, 2009)
(Amended, Ordinance No. 2007-19, April 2, 2007)
(Amended, Ordinance No. 2004-23, March 15, 2004)
(Amended, Ordinance No. 2001-57, July 30, 2001)
(Amended, Ordinance No. 2018-64, November 5, 2018, Effective January 1, 2019)

7. **AMENDMENTS.** The following numbered sections in said Code are hereby modified and amended as herein indicated:

(a) All Appendices shall likewise be deleted with the exception of Appendix G, “Flood-Resistant Construction” and Appendix I “Patio Covers”;

(b) Where terminology in the body of the Code reads “by the fire code official” change to read “by the ~~code~~building official”.

(c) 1008.3.3 item 5. substitute All public restrooms, dressing rooms and locker rooms.

(Amended, Ordinance No. 2018-64, November 5, 2018, Effective January 1, 2019)
(Amended, Ordinance No. 2011-59, October 3, 2011)
(Amended, Ordinance No. 2007-19, April 2, 2007)

(Amended, Ordinance No. 2004-23, March 15, 2004)
(Amended, Ordinance No. 2003-28, May 27, 2003)

8. **APPLICATION FOR PERMIT.** Application for a permit required by said Code or this Chapter shall be made by the owner or the person or entity in or entitled to possession of the premises where the proposed work is to be done, or by the agent of either, or by the engineer, architect or contractor connected with such work. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

(Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

9. **FEE.** No permit shall be issued except upon prior payment of the total building fee required by the following schedule. The fee schedule set forth hereafter is cumulative and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. The amount of the fee required to accompany the application for a permit and to be paid to the City Treasurer shall be determined by the building official as follows:

(a) For all permits other than those particularly specified herein said amount shall be based upon the value of the proposed work in amounts as follows:

Residential Cost of Construction or Work Value	.5% or minimum \$50
Commercial Cost of Construction or Work Value	.75% or minimum \$150

Mixed use developments containing both Residential and Commercial uses in the same structure shall be subject to Commercial Fees. Separate permits for residential and commercial maybe applied for on developments which contain combined use in separate buildings or structures.

The total construction cost of the project shall include the value of all work performed, materials used and site improvements made in conjunction with the permit and shall be subject to review and adjustment by the building official if the costs submitted on the permit application do not reflect the actual costs.

(Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

(b) For permits to demolish structures the amount shall be as follows:

1 - 4 Unit Residential Structures	\$75 per unit
Buildings which are accessory to residential structures (garages, sheds, etc)	\$35 per structure
All other improvements or structures	\$250 or per work value as listed in item (a) above, whichever is greater.

(Amended, Ordinance No. 96-38, June 17, 1996) (Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

(c) For permits to erect, construct, replace, repair or alter any sign or outdoor display structure, the amount shall be as follows:

Permanent Signs with or without electric	1% of work value or minimum of \$50 per sign
Temporary Signs	\$25 per sign

(Amended, Ordinance No. 2011-59, October 3, 2011) (Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

(d) For permits to erect or install swimming pools, the amount shall be as follows:

Inground pool including electrical and plumbing required but not including any deck associated with pool	\$200
Aboveground pool with electrical but not including associated decks	\$125
Aboveground pool with no electric or plumbing	\$50

(Amended, Ordinance No. 2005-38, May 2, 2005) (Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

(e) For permits to erect tents, air supported structures or other temporary structures, the fees shall be as follows:

For tents, air supported or temporary structure (including concessions)	\$30
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If electrical required	\$50
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(Amended, Ordinance No. 2011-59, October 3, 2011) (Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

(f) Plan Review Fees:

Residential Plan Review - 10% of permit fee or Minimum \$75 with maximum of \$250

Commercial Plan Review- 10% of permit fee or Minimum \$200 with maximum of \$1250

Two (2) plan reviews shall be included in the plan review fees. After the second review, there shall be a fee for each subsequent review of \$100 for residential or \$250 for commercial.

(Amended, Ordinance No. 96-38, June 17, 1996). (Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

(g) An additional fee of \$50 will be assessed for permits to erect or construct new buildings or for additions or alterations to buildings whereby the work has not been completed and/or has not received “satisfactory” final inspections by the expiration date of the permit. This fee may be waived by the Building ~~Inspections Manager~~Official if he determines that the reasons for delay are justified.

(Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

10. WORK DONE WITHOUT PERMIT. Should any work for which a permit is required be commenced or be done before such permit is issued and obtained, the required

permit may nonetheless be issued for such and subsequent work; however, the amount of the required fee as provided herein for all work, both that commenced before and that proposed to be done after said permit is issued, shall be double that otherwise so provided, and issuance of such permit shall not, and shall not be, and shall not be construed to be, an excuse from, or waiver of, or defense to or absolution from any penalty, liability or action otherwise provided for in said Code or this Chapter but shall be cumulative of and in addition thereto.

11. **SITE IMPROVEMENT BOND.** Notwithstanding any other provision of this Chapter or any other ordinance of the City, whenever site improvements are shown, or required to be shown, on plans upon which a building permit is, or building permits are, to be issued, the applicant for such permit, before the same is issued, may be required to furnish to the City, to be filed with the Public Works Department, a bond with penalty in an amount approved by the Public Works Department to be sufficient to pay the costs of such improvements in event of default, and in form and with security approved by the Corporation Counsel and conditioned upon the furnishing, installation and construction of said site improvements in compliance with said plans and with applicable ordinances, rules, regulations and standards within a reasonable period to be determined by said Public Works Department not to exceed two years from the date of such bond; provided, that successive bonds for additional periods may be authorized by the Public Works Director, upon reasonable request; and provided, further, that in the event such permit is, or such permits are, issued without such bond being so furnished, and without regard to the progress, stage or extent of performance of work or completion thereunder, such permit or permits may be revoked and all work thereunder stopped until such bond is so furnished, approved and filed; and provided, further, that no such bond shall be required hereunder for improvements the furnishing, installation or construction of which are a part of the condition of a

bond furnished pursuant to the requirements of the provision of an ordinance other than this Code, or the permit or permits are for the construction of a single or two family dwelling being built separately and not as a part of the development of a group of such dwellings.

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2000-63, July 17, 2000)

12. BOND RULES AND REGULATIONS. The City Manager is hereby authorized to promulgate and enforce by administrative order rules and regulations for the administration of the provisions of Section 12 of this Chapter, which rules shall include provisions by which it may be determined when such bonds shall or shall not be required considering the cost, type and extent of improvements to be required, the cost, type and character of the development or improvements for which the permit, or permits, may be requested, and such other reasonable objective considerations as may be necessary or desirable to administer said provisions to carry out the intention and purpose of the same. Any person affected by the application and enforcement of such rules may request review by the Council by, within ten days from the date of any decision thereunder, filing such request in writing with the City Clerk specifying the decision sought to be reviewed.

13. SIGNS. Billboards, sign boards and electrical signs shall be subject to provisions of the Zoning Ordinance of the City. The owner or person in control of a display sign suspended over a street or extending into a street more than fifteen (15) inches beyond the building line, shall file with the City a public liability insurance policy with the City as the named insured, indemnifying the City against loss or damage to person or property in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, combined single limit, and Two Million Dollars (\$2,000,000) aggregate, with a provision that the same may not be canceled except after thirty (30) days prior notice to the City. (Amended, Ordinance No. 96-48, July 15, 1996).

14. **DEMOLITIONS.** Application is to be presented to the Construction Inspections Division along with the proper fee. A permit will not be released, and work is not to commence until said Division has received verification that all utilities (electric, gas, water, sewer) have been satisfactorily removed and / or disconnected from structure. Masonry foundations must be removed to at least three (3) feet below grade before backfilling. In the case of residential properties, all accessory structures must also be removed from the lot where a main residential structure is removed. It is the responsibility of the applicant to comply with all local, state, and federal regulations regarding removal and disposal of demolition debris.

(Amended, Ordinance No. 2007-19, April 2, 2007)

15. **RISK OF INJURY.** Whenever application for a permit indicates that a part of a public way or other property of the City will be used for storage of material, or be closed, or otherwise used appurtenant to the work to be done under such permit, or application is made for a permit to move a building or structure, or application is made for a permit to demolish a building or structure other than one not exceeding 20 feet in height above grade and with a minimum separation from the nearest other existing structure of five feet and the nearest property line of a public way of not less than ten feet, if by reason of the size, condition, or location thereof it appears to the building official there will exist the possibility or risk of injury to persons or property, such official may withhold such permit unless there is on file with the Finance Department an enforceable contract of insurance, with the person or the entity that is to perform the work and the City as named insured, affording coverage for each occurrence of personal injury of not less than \$500,000 and for property damage of not less than \$100,000 and expressly provided that the same remain in effect for the term thereof absent written notice of

cancellation received by said Clerk, in which event said permit shall automatically terminate to the same extent as if the same had been physically withdrawn and canceled.

16. **PENALTY.** Any person or entity that erects, constructs, alters, repairs, removes or demolishes a building or structure without a permit required by said Code or this Chapter, or in departure from or not in compliance with an approved plan, or that uses or occupies a building or structure, or part thereof, contrary to the provisions of this Code or without a required permit, whether or not notice is received that such is a violation, or that continues work after a stop-work order has been issued, served or posted, or that removes such a posted order, or that procures or causes another to do, or to omit, as the case may be, any of the foregoing, or that having been given notice thereof otherwise violates or fails to comply with the provisions of said Code or this Chapter shall upon conviction of any such offense be fined no less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day upon which a violation occurs or is allowed to continue, or a condition is not brought into compliance after notice, shall be viewed and may be prosecuted as a separate and distinct offense. (Amended, Ordinance No. 2011-75, October 31, 2011)

17. **OTHER REMEDIES.** The penalties provided herein are and shall be cumulative of and in addition to any other remedy, or remedies, provided for in said Code of this Chapter.

18. **RE-INSPECTION FEES.** A re-inspection fee of \$45.00 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons: (Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made;

2) the inspection reveals that there are violations which should have been found and corrected by workers while simply checking their work before calling for an inspection;

3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made;

4) the Inspector is unable to gain entry at the time requested by the contractor; or

5) when previously noted violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section of this Chapter.

No certificate of occupancy shall be issued for any building for which permit, or re-inspection fees are unpaid. (Amended, Ordinance No. 2020-01, January 6, 2020, Effective February 1, 2020)

19. **WITHHOLDING OF PERMITS.** Building permits may be withheld from permit applicants, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought. (Amended, Ordinance No. 2011-59, October 3, 2011)

Such violation may include, but shall not be limited to the following:

(a) Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame. (Amended, Ordinance No. 2011-59)

(b) Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.

(c) Failure to pay required permit or re-inspection fees.

(d) Failure to obtain a building permit for work which required a building permit.

(e) Failure to take reasonable action to notify and obtain approval from division of changes made to approved building permits.

(f) Falsifying information on building permit applications.

(g) Performance of building permit work under an invalid or voided building permit.

(h) Failure to obtain a required Certificate of Occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the

violations, which if corrected, will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

The withholding of permits as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

20. **SEVERABILITY.** The provisions hereof are, and shall be construed to be, severable and invalidity of any section or provision of this Chapter or the codes and standards hereby adopted shall not invalidate other sections or provisions hereof.

21. **REPEALED.** That existing provisions of ordinances not in conformity with the provisions of this Chapter are, to the extent of such non-conformity, amended, modified or repealed so as to conform with the provisions hereof.

SUBJECT: Ordinance Amending City Code Chapter 67.2 Residential Building Code

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Additions & Deletions	Exhibit

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 67.2 -
- RESIDENTIAL BUILDING CODE -

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

Section 1. That Chapter 67.2 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2, 4, 6, 7, and 8, so that Sections 2, 4, 6, 7, and 8, as so modified and amended, shall provide as follows:

2. **RESIDENTIAL BUILDING CODE.** The same having been duly placed and remained on file as required by law and subject to the additions, modifications, changes or deletions set out in this Chapter, 2021 International Residential Code, the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference and the same to be known, and which may be cited as, “The Residential Building Code” of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the “code official”, such shall be taken to mean and shall be construed to refer to the Building Official or his designee as fully as if said designation was set out therein in lieu of such words; whenever reference is therein made to the Department of Building Inspections or similar reference, such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Economic & Community Development Department as fully as if said designation was set out therein in lieu of such words.

6. **REFERENCES.** Whenever in said Building Code any of the other codes listed first in each of subsections (i) through (iii) hereof is mentioned, such code shall be deleted therefrom and the code listed immediately thereafter said subsection shall be substituted in lieu thereof, as indicated, and said Code shall be taken and construed as if such latter code were expressly so set out therein: (i) International Plumbing Code, to be replaced by the Plumbing Code of the State of Illinois Department of Public Health; (ii) International Private Sewage Disposal Code, to be replaced by the Illinois Private Sewage Code; and, (iii) International Energy Conservation Code, to be replaced by the Illinois Energy Conservation Code .

7. **DELETIONS.** The following numbered Chapters, Articles or Sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

Section Number (inclusive)

R103.2

R105.2 Building: (item #2)

R112

R302.1 Exceptions 2, 3 & 4

8. AMENDMENTS.

- (a) R105.2 Building: (item#1) substitute “120 square feet” for “200 square feet”.
- (b) R105.5 - Include the words “or verbally” after the words in the second sentence, “The building official is authorized to grant, in writing.” Add to paragraph “Additional fees may be assessed not to exceed \$50.00.
- (c) Table R301.2 - Add the following values to the table: Ground Snow Load, 20 PSF; Wind Design Speed 107 MPH, Seismic Design Category, B; Weathering, Severe; Frost Line Depth, 36 inches; Termite, moderate to heavy; Ice Barrier underlayment required, yes; Flood Hazards, 8/1/79; Air Freezing Index, 1265; Mean Annual Temp. 51.9 F.
- (d) R313.2 One- and two-family dwellings automatic sprinkler systems – substitute “may” for “shall” in first sentence.

APPENDIX ADOPTIONS

- (e) Appendix AA, “Sizing and Capacities of Gas Piping”,
- Appendix AB, “Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances Listed for Use with Type B Vents”,
- Appendix AC, “Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems”,
- Appendix AD, “Recommended Procedure for Safety Inspection of an Existing Appliance Installation”,
- Appendix AG, “Piping Standards for Various Applications”,
- Appendix AH, “Patio Covers”,
- Appendix AJ, “Existing Building and Structures”
- Appendix AM, “Home Day Care – R-3 Occupancy”,
- Appendix AO, “Automatic Vehicular Gates”,
- Appendix AQ, “Tiny Houses”,
- Appendix AW, “3D-Printed Building Construction”.

Section 2. That this ordinance amendment shall become effective on January 1, 2024.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 67.2
-RESIDENTIAL BUILDING CODE-

1. **APPLICABILITY.** This Chapter shall have, along with the Code adopted hereby, the scope and applicability set out in said code except as modified by the provisions of this Chapter.

2. **RESIDENTIAL BUILDING CODE.** The same having been duly placed and remained on file as required by law and subject to the additions, modifications, changes or deletions set out in this Chapter, ~~The 2021 International Residential Code/2015 of the International Code Council~~, the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference and the same to be known, and which may be cited as, “The Residential Building Code” of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.
(Amended, Ordinance 2018-65, November 5, 2018, Effective January 1, 2019)

3. **SUBSTITUTIONS.** Whenever in said Code the words, “name of the jurisdiction” or “jurisdiction” appears in brackets, said Code is modified by removal of said brackets and substitution of the words “the City of Decatur, Illinois”, in lieu of the words contained therein, and said Code shall be taken and construed as if such were expressly so set out therein.

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the “code official”, such shall be taken to mean and shall be construed to refer to the Building ~~Inspections Manager~~Official or his designee as fully as if said designation was set out therein in lieu of such words; whenever reference is therein made to the Department of Building Inspections or

similar reference, such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Economic & Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2020-02, January 6, 2020, Effective February 1, 2020)
(Amended, Ordinance No. 2017-07, February 6, 2017)
(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2009-39, May 18, 2009)

5. **BOARD OF APPEALS.** Whenever in said Code reference is made to the Board of Appeals, such shall be taken to mean and shall be construed to refer to the Construction and Housing Board of Appeals of the City. (Amended, Ordinance 2018-65, November 5, 2018, Effective January 1, 2019)

6. **REFERENCES.** Whenever in said Building Code any of the other codes listed first in each of subsections (i) through (iii) hereof is mentioned, such code shall be deleted therefrom and the code listed immediately thereafter said subsection shall be substituted in lieu thereof, as indicated, and said Code shall be taken and construed as if such latter code were expressly so set out therein: (i) International Plumbing Code, to be replaced by the Plumbing Code of the State of Illinois Department of Public Health; (ii) International Private Sewage Disposal Code, to be replaced by the Illinois Private Sewage Code; and, (iii) International Energy Conservation Code, to be replaced by the Illinois Energy Conservation Code .

~~All references in the International Residential Code to other codes shall be deleted and shall instead refer to the current city adopted property maintenance, electrical, mechanical, and plumbing codes. All references in said code to “wood foundations” shall not apply.~~

7. **DELETIONS.** The following numbered Chapters, Articles or Sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

Section Number (inclusive)

~~_____~~ ~~_____~~ R103.2
~~_____~~ R105.2 Building: (item #2)
~~_____~~ R112
~~_____~~ R302.1 Exceptions 2, 3 & 4
~~_____~~
~~_____~~ R109.1.1
~~_____~~ R309.5
~~_____~~ R313
~~_____~~ R314 (in lieu of 425 ILCS 60 Smoke Detector Act)
~~_____~~ R315 (in lieu of 430 ILCS 135 Carbon Monoxide Alarm Detector Act)
(Amended, Ordinance 2018-65, November 5, 2018, Effective January 1, 2019)

8. AMENDMENTS.

(a) R105.2 —~~subsection Building: (item#1)~~ 2. delete as an exemption; subsection 3. Insert the words, “All retaining walls are exempt” in lieu of “walls over four feet in height”; subsection 10. delete as exemption. substitute “120 square feet” for “200 square feet”.

(b) R105.5 - Include the words “or verbally” after the words in the second sentence, “The building official is authorized to grant, in writing.” Add to paragraph “Additional fees may be assessed not to exceed \$50.00.

(c) Table R301.2(1) - Add the following values to the table: ~~Roof~~Ground Snow Load, 20 PSF; Wind ~~Design~~ Speed ~~115~~107 MPH, Seismic Design Category, B; Weathering, Severe; Frost Line Depth, 36 inches; Termite, moderate to heavy; ~~Decay, slight to moderate.~~ Ice Barrier underlayment required, yes; Flood Hazards, 8/1/79; Air Freezing Index, ~~1152~~1265; Mean Annual Temp. ~~52~~51.9 F.

(d) R313.2 One- and two-family dwellings automatic sprinkler systems – substitute “may” for “shall” in first sentence.

~~R302.1 – Change first paragraph to: “Exterior walls with a fire separation distance less than three (3) feet shall have not less than a one (1) hour fire resistive rating with exposure from both sides.”~~

~~——— (e) R317.1(2) Delete the last part that reads “and are less than 8 inches from the exposed ground.”~~

~~———~~ **APPENDIX ADOPTIONS**

~~——— (f)~~ Appendix AA, “Sizing and Capacities of Gas Piping”,

Appendix AB, “Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances Listed for Use with Type B Vents”,

Appendix AC, “Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems”,

Appendix AD, “Recommended Procedure for Safety Inspection of an Existing Appliance Installation”,

Appendix AG, “Piping Standards for Various Applications”,

Appendix AH, “Patio Covers”,

Appendix AJ, “Existing Building and Structures”—~~adopt in entirety.~~

Appendix AM, “Home Day Care – R-3 Occupancy”,

Appendix AO, “Automatic Vehicular Gates”,

Appendix AQ, “Tiny Houses”,

Appendix AW, “3D-Printed Building Construction”.

~~———~~ (Amended, Ordinance 2018-65, November 5, 2018, Effective January 1, 2019)

9. APPLICATION FOR PERMIT. Application for a permit required by said Code or this Chapter shall be made by the owner or the person or the person or entity in or entitled to possession of the premises where the proposed work is to be done, or by the agent of either, or by the engineer, architect or contractor connected with such work. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

(Amended, Ordinance No. 2020-02, January 6, 2020, Effective February 1, 2020)

10. **FEE.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

(Amended, Ordinance No. 2020-02, January 6, 2020, Effective February 1, 2020)

11. **WORK DONE WITHOUT PERMIT.** Should any work for which a permit is required be commenced or be done before such permit is issued and obtained, the required permit may nonetheless be issued for such and subsequent work; however, the amount of the required fee as provided herein for all work, both that commenced before and that proposed to be done after said permit is issued, shall be double that otherwise so provided, and issuance of such permit shall not, and shall not be, and shall not be construed to be, an excuse from, or waiver of, or defense to or absolution from any penalty, liability or action otherwise provided for in said Code or this Chapter but shall be cumulative of and in addition thereto.

12. **RISK OF INJURY.** Whenever application for a permit indicates that a part of a public way or other property of the City will be used for storage of material, or be closed, or otherwise used appurtenant to the work to be done under such permit, or application is made for a permit to move a building or structure, or application is made for a permit to demolish a building or structure other than one not exceeding 20 feet high above grade and with a minimum separation from the nearest other existing structure of five feet and the nearest property line of a public way of not less than ten feet, if by reason of the size, condition, or location thereof it appears to the building official there will exist the possibility or risk of injury to persons or property, such official may withhold such permit unless there is on file with the Finance

Department an enforceable contract of insurance, with the person or the entity that is to perform the work and the City as named insured, affording coverage for each occurrence of personal injury of not less than \$500,000 and for property damage of not less than \$100,000 and expressly provided that the same remain in effect for the term thereof absent written notice of cancellation received by said Clerk, in which event said permit shall automatically terminate to the same extent as if the same had been physically withdrawn and canceled.

13. **PENALTY.** Any person or entity that erects, constructs, alters, repairs, removes or demolishes a building or structure without a permit required by said Code or this Chapter, or in departure from or not in compliance with an approved plan, or that uses or occupies a building or structure, or part thereof, contrary to the provisions of this Code or without a required permits, whether or not notice is received that such is a violation, or that continues work after a stop-work order has been issued, served or posted, or that removes such a posted order, or that procures or causes another to do, or to omit, as the case may be, any of the foregoing, or that having been given notice thereof otherwise violates or fails to comply with the provisions of said Code or this Chapter shall be fined no less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day upon which a violation occurs or is allowed to continue, or a condition is not brought into compliance after notice, shall be viewed and may be prosecuted as a separate and distinct offense. (Amended, Ordinance No. 2011-75)

14. **OTHER REMEDIES.** The penalties provided herein are and shall be cumulative of and in addition to any other remedy, or remedies, provided for in said Code of this Chapter.

15. **RE-INSPECTION FEES.** A re-inspection fee of \$45.00 shall be assessed the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by

the Inspection Division for any of the following reasons: (Amended, Ordinance No. 2020-02, January 6, 2020, Effective February 1, 2020)

- 1) The work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made;
- 2) The inspection reveals that there are violations which should have been found and corrected by workers while simply checking their work before calling for an inspection.
- 3) The work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made;
- 4) The Inspector is unable to gain entry at the time requested by the contractor, or
- 5) When previously noted violations have not been corrected.

Fees assessed as herein provided may be appeals to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section of this Chapter.

No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

16. **WITHHOLDING OF PERMITS.** Building permits may be withheld from permit applicants, or in the case of combined permits from the license subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought.

Such violation may include, but shall not be limited to the following:

- (a) Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.
- (b) Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.
- (c) Failure to pay required permit or re-inspection fees.
- (d) Failure to obtain a building permit for work which required a building permit.
- (e) Failure to take reasonable action to notify and obtain approval from division of changes made to approved building permits.
- (f) Falsifying information on building permit applications.
- (g) Performance of building permit work under an invalid or voided building permit.
- (h) Failure to obtain a required Certificate of Occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or license subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or license subcontractor of the violations

which, if corrected, will allow the City to issue to the permit applicant or licensed subcontractor, additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

The withholding of permits as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

17. **SEVERABILITY.** The provisions hereof are, and shall be construed to be severable, and invalidity of any section or provision of this Chapter or of the codes and standards hereby adopted shall not invalidate other sections or provisions hereof.

18. **REPEALED.** That existing provisions of ordinances not in conformity with the provisions of this Chapter are, to the extent of such nonconformity, amended, modified or repealed so as to conform with the provisions hereof.

SUBJECT: Ordinance Amending City Code Chapter 68 Mechanical Code

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Additions & Deletions	Exhibit

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 68 -
- MECHANICAL CODE -**

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

Section 1. That Chapter 68 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2, 4, 6, and 7, so that Sections 2, 4, 6, and 7, as so modified and amended, shall provide as follows:

2. **MECHANICAL CODE.** The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, the International Mechanical Code 2021 and the International Fuel Gas Code 2021 of the International Code Council, the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference, the same to be known, and which may be cited, as "The Mechanical Code" of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the Building Official or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or to the department of mechanical inspection or similar reference such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Economic & Community Development Department as fully as if said designation was set out therein in lieu of such words.

6. **DELETIONS.** The following numbered articles or sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

M Section No. (inclusive)

103.2

114

International Fuel Gas Code Section No. (inclusive)

103.2

114

7. **AMENDMENTS.** The following numbered sections in said Code are hereby modified and amended as herein indicated:

(a) M-109.2 Schedule of permit fees - add "See Section 9 of Chapter 68 of the City Code."

(b) M-115.4 Violation Penalties - delete "guilty of a [SPECIFY OFFENSE]," "of not more than [AMOUNT] dollars" and "not exceeding [NUMBER OF DAYS],".

(c) Reference to ICC International Plumbing Code in Chapter 16 changed to reference Illinois State Plumbing Code, latest edition, as amended.

(d) M-603.5. Nonmetallic ducts. Fibrous duct construction, specifically duct board material, shall not be used as Class 0 or Class 1 air duct.

Section 2. That this ordinance amendment shall become effective on January 1, 2024.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 68
-MECHANICAL CODE-

1. **APPLICABILITY.** This Chapter shall have, along with the Code adopted hereby, the scope and applicability set out in said Code, except as modified by the provisions of this Chapter.

2. **MECHANICAL CODE.** The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, the International Mechanical Code ~~2015~~2021 and the International Fuel Gas Code ~~2015~~2021 of the International Code Council, the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference, the same to be known, and which may be cited, as "The Mechanical Code" of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

(Amended, Ordinance No. 2018-66, November 5, 2018, Effective January 1, 2019)

(Amended, Ordinance No. 2011-50, August 15, 2011)

(Amended, Ordinance No. 2007-20, April 2, 2007)

(Amended, Ordinance No. 2005-10, February 21, 2005)

(Amended, Ordinance No. 2002-44, June 3, 2002)

(Amended, Ordinance No. 2000-26, April 17, 2000)

(Amended, Ordinance No. 97-94, October 20, 1997)

3. **SUBSTITUTIONS.** Whenever in said Code the words, "name of jurisdiction" or "jurisdiction" appear in brackets, said Code is modified by removal of said brackets and substitution of the words, "the City of Decatur, Illinois," in lieu of the words contained therein and whenever the words "name of state" or "State" so appear said Code is so modified and the word "Illinois" so substituted, and said Code shall be taken and construed as if such was

expressly so set out therein.

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the ~~Manager of Building Official Inspections~~ or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or to the department of mechanical inspection or similar reference such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Economic & Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2020-03, January 6, 2020, Effective February 1, 2020)

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2005-10, February 21, 2005)

(Amended, Ordinance No. 2000-11, March 13, 2000)

5. **BOARD OF APPEALS.** Whenever in said Code reference is made to the board of appeals such shall be taken to mean and shall be construed to refer to the Construction and Housing Board of Appeals of the City.

6. **DELETIONS.** The following numbered articles or sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

M Section No. (inclusive)

103.2

~~114103.1 – 103.3~~ ~~106.5.2 – 106.5.3~~

~~108.4~~ ~~109~~

~~603.5~~

(Amended, Ordinance No. 2011-50, August 15, 2011)

(Amended, Ordinance No. 2007-20, April 2, 2007)

(Amended, Ordinance No. 2005-10, February 21, 2005)

(Amended, Ordinance No. 2002-44, June 3, 2002)

(Amended, Ordinance No. 2000-26, April 17, 2000)
(Amended, Ordinance No. 2018-66, November 5, 2018, Effective January 1, 2019)

International Fuel Gas Code Section No. (inclusive)

103.2

114

~~106.6.2~~

~~109 (IFGC)~~

(Amended, Ordinance No. 2011-50, August 15, 2011)

(Amended, Ordinance No. 2002-44, June 3, 2002)

(Amended, Ordinance No. 2018-66, November 5, 2018, Effective January 1, 2019)

7. **AMENDMENTS.** The following numbered sections in said Code are hereby modified and amended as herein indicated:

(a) ~~M-106.5.2~~109.2 Schedule of permit fees - add by substituting the words “See Section 9 of Chapter 68 of the City Code.” ~~after the words “following schedule”.~~ (Amended, Ordinance No. 2000-26, April 17, 2000)

(b) ~~M-108.4~~115.4 Violation Penalties - by deleting the words “guilty of a [SPECIFY OFFENSE],”, “of not more than [AMOUNT] dollars” and “not exceeding [NUMBER OF DAYS],” ~~of not less than (amount) dollars or more than (amount) dollars”.~~

(Amended, Ordinance No. 2005-10, February 21, 2005)

(Amended, Ordinance No. 2000-26, April 17, 2000)

(c) Reference to ICC International Plumbing Code in Chapter 16 changed to reference Illinois State Plumbing Code, latest edition, as amended.

(Amended, Ordinance No. 2011-50, August 15, 2011)

(Amended, Ordinance No. 2002-44, June 3, 2002)

(Amended, Ordinance No. 2000-26, April 17, 2000)

(d) M_603.5. Nonmetallic ducts. Fibrous duct construction, specifically duct board material, shall not be used as Class 0 or Class 1 air duct.

(Amended, Ordinance No. 2005-10, February 21, 2005)

(Amended, Ordinance No. 2002-44, June 3, 2002)

(Amended, Ordinance No. 2018-66, November 5, 2018, Effective January 1, 2019)

8. **PERMIT REQUIRED.** It shall be unlawful to do mechanical work in the City unless and until permit for the same has been obtained when required by and issued in accordance with the provisions of the Building Code. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates. (Amended, Ordinance No. 2020-03, January 6, 2020, Effective February 1, 2020)

9. **FEES REQUIRED.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. (Amended, Ordinance No. 2020-03, January 6, 2020, Effective February 1, 2020)

10. **WORK DONE WITHOUT PERMIT.** Except for work performed in response to an unanticipated emergency at a time other than the regular business hours of the mechanical official and for which a permit is later obtained during the next succeeding regular business day of said official, should any work for which a permit is required be commenced or be done before such permit is issued and obtained the required permit may nonetheless be issued for such and subsequent work; however, the amount of the required fee as provided herein for all work, both that commenced before and that proposed to be done after said permit is issued, shall be double that otherwise so provided, and issuance of such permit shall not, and shall not be construed to be, an excuse from, or waiver of, or defense to or absolution from any liability or action

otherwise provided for in said Code or this Chapter but shall be in cumulative of and in addition thereto. Failure to obtain a permit by such means as described previously and occurring three (3) times within a calendar year, shall constitute automatic suspension of contractor's mechanical license for a period of (90) days. (Amended, Ordinance No. 2007-20, April 2, 2007)

11. **PENALTY.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, repair, remove, demolish, install or operate mechanical equipment regulated by said Code of this Chapter, or cause the same to be done, contrary to or in conflict with or in violation of any of the provisions thereof. It shall be unlawful to continue work after a stop order has been issued, served or posted under said provisions. Any person, firm or corporation violating or found to be in violation of any of said provisions shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day upon which a violation occurs or is allowed to continue, or a condition is not brought into compliance after notice, shall be viewed and shall be prosecuted as a separate and distinct offense. (Amended, Ordinance No. 2011-75, October 31, 2011)

12. **OTHER REMEDIES.** The imposition of the penalties herein prescribed shall not preclude the institution of appropriate action to prevent unlawful construction or to restrain, correct or abate a violation or to stop an illegal act, conduct, business or operation of mechanical equipment or systems in or about any premises.

13. **RE-INSPECTION FEES.** A re-inspection fee of \$45.00 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons: (1) The work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made; (2)

The inspection reveals that the mechanical system has code violations due to: Mechanical equipment and appliances not being installed in accordance with manufacturer's installation instructions for the labeled equipment; or (3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made.

(Amended, Ordinance No. 2020-03, January 6, 2020, Effective February 1, 2020)

If an inspection can be made, but 3 or fewer items are found which need correction to fully comply with the Mechanical Code, the permit applicant or licensed subcontractor shall be notified in writing by the Inspection Division of the corrections required, and a re-inspection fee of \$30.00 shall be assessed against the permit applicant or licensed subcontractor only when any subsequently requested inspection reveals that any of the previously noted code violations have not been corrected. (Amended, Ordinance No. 2000-26, April 17, 2000)

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the

defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section 11 of this Chapter. No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

14. WITHHOLDING OF PERMITS. Building permits may be withheld from a permit applicant, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought. (Amended, Ordinance No. 2020-03, January 6, 2020, Effective February 1, 2020)

Such violation may include, but shall not be limited to the following:

a. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame. (Amended, Ordinance No. 2020-03, January 6, 2020, Effective February 1, 2020)

b. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.

c. Failure to pay required permit or re-inspection fees.

d. Failure to obtain a building permit for work which required a building permit.

e. Failure to take reasonable action to notify and obtain approval from the Inspections Division of changes made to approved building permits.

f. Falsifying information on building permit applications.

g. Performance of building permit work under an invalid or voided building permit.

h. Failure to obtain a required Certificate of Occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected, will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

The withholding of permits as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

15. **SEVERABILITY.** The provisions hereof are and shall be construed to be severable and invalidity of any section or provision of this Chapter or of the codes and standards hereby adopted, shall not invalidate other sections or provisions hereof.

SUBJECT: Ordinance Amending City Code Chapter 70 Property Maintenance Code

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Additions & Deletions	Exhibit

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 70 -
- PROPERTY MAINTENANCE CODE -

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

Section 1. That Chapter 70 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2, 6, and 7, so that Sections 2, 6, and 7, as so modified and amended, shall provide as follows:

...**2. PROPERTY MAINTENANCE CODE.** The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, the International Property Maintenance Code/2021,
...

...**6. DELETION.** The following numbered Articles or sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

PM Section No. (Inclusive) PM Section No. (Inclusive)

103.1

103.2

103.3

104.1

104.2

105.2

105.6

110.1 through 110.4 inclusive

113.2

113.3

302.4

704.6 through 704.6.1.4 inclusive

704.6.4

Appendix B

...**7. AMENDMENTS.** The following numbered sections in said Code are hereby modified and amended as herein indicated:

(a) 101.1 by inserting the words “City of Decatur, Illinois” for the name of the jurisdiction.

(b) 111.4.1 by removing subparagraph 6.

(c) 111.4.2 by adding the words “or the address listed in the Macon County Tax Assessor’s Office for receipt of the property tax bill for the property” before the semi-colon in section 111.4.2 (2)

(d) 111.2 by removing the last portion of the last sentence and replacing as follows “It shall be unlawful for the owner of a structure having been given notice as herein provided to fail to close the structure”.

(e) 111.7 by replacing as follows “Placarding: After determination by the code official or his representative that a condemnation notice will be required under the provisions of this code the code official shall post on the premises or structure or parts thereof, or on defective equipment, a placard indicating that the structure or equipment has been condemned as unfit for human occupancy or use, and a statement of the penalties provided for any occupancy or use or for removing the placard”.

(f) B101.2 by removing “obtained from the code official” and replacing “20 days” with “10 days” and adding “in the office of the City Clerk” following “10 days”.

(g) 201.3 by removing “International Zoning Code” and replacing “International Plumbing Code” with “Illinois Plumbing Code”

(h) 202 by adding between “(BG) Sleeping Unit” and “strict liability offense” the following: Smoke Detector – “Approved smoke detector or ‘detector’ means a smoke detector of the ionization or photoelectric type, which complies with all the requirements of the rules and regulations of the State Fire Marshal”.

(i) 301.2 by adding “or person in control” following the word “owner” in the first sentence.

(j) 302.1 by adding the word “owner or” following the word “the” in the second sentence and deleting the words “that part of” and “that such occupant occupies or controls”.

(k) 302.2 by removing the period at the end of the sentence and adding “and to prevent water damage to the foundation of the structure located thereon”.

(l) 302.5 by adding “The owner of any residential or nonresidential structure shall be responsible for the extermination of any insects or rats, or other pests throughout the structure and on the exterior of the property. Exception: The occupant of a single family dwelling shall be responsible for the extermination of any insects, rats or other pests in the interior of the dwelling. If the single family dwelling is vacant, extermination shall be the responsibility of the owner.”

(m) 304.5 by adding “so as to carry the safe design and operating dead and live loads” following the word “maintained” in the first sentence.

(n) 304.6 by adding “fascias and soffits” following the word “walls” in the first sentence.

(o) 304.7 by adding the word “may” following the word “that” in the first sentence.

(p) 304.7 by adding “properly anchored and connected” after the word repair, and “or removed” after the word obstructions in the next to last sentence.

(q) 304.14 by deleting the words “During the period from (Date) to (Date)” in the first sentence and deleting the “Exception” section.

(r) 304.18.1 by deleting the words “that is rented, leased or let” following the word “unit” in the first sentence.

(s) 304.18.2 by deleting the words “that is rented, leased or let” following the words “housekeeping unit”.

(t) 304.18.3 by deleting the words “rented, leased or let” following the word “housekeeping unit” and adding the words “and maintained to prevent the entrance of rats, rain and surface drainage water” at the end of the sentence.

(u) 305.2 by adding the words “free of deterioration” following the words “structurally sound”.

(v) 305.3 by adding “Bathrooms and toilet rooms shall be provided with floors of moisture resistant materials, and every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to permit such floor to be kept in a clean and sanitary condition” at the end of the paragraph.

(w) 305.4 by adding: And constructed so as to be safe to use and capable of supporting the anticipated loads and shall be free of deterioration. The maximum riser height for the steps shall be 9” and the minimum tread depth shall be 8” with variation not exceeding $\frac{3}{4}$ ” in the depth of adjacent treads or in the height of adjacent risers.

(x) 305.7 by adding: Lead-based paint. Interior and exterior painted surfaces of dwellings and child and day care facilities, including fences and outbuildings, which contain in excess of 0.06 percent lead by weight shall be removed or covered in an approved manner. Any surface to be covered shall first be marked with warnings as to the lead content of such surface.

(y) 308.2.2 by deleting the words “without first removing the doors” following the word “premises”.

(z) 309.4 by deleting the last sentence of the paragraph “If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination”.

(aa) 404.8 by adding the following: “Below Grade Rooms. Rooms partially or completely below grade shall not be used as habitable space unless (1) floors and walls are water-tight so as to prevent entry of moisture; (2) all habitable rooms shall be provided with aggregate glazing of not less than 8% of the floor area of such rooms; (3) where windows are provided as a means of egress or rescue, the windows shall have the bottom of the clear opening not more than 44” above the floor; (4) the minimum net clear opening for the below grade room windows to be used for egress or rescue shall be 5 square feet; and, (5) means of egress and emergency escape are provided in accordance with this code.

(bb) 502.5 by replacing International Plumbing Code with Illinois Plumbing Code in the first sentence.

(cc) 505.1 by replacing the International Plumbing Code with the Illinois Plumbing Code in the last sentence.

(dd) 602.2 by deleting the words “Appendix D of the International Plumbing Code” and replacing with the words “the Illinois Plumbing Code” following the words “indicated in”.

(ee) 602.3 by deleting the words “during the period from (Date) to (Date)” following the words “shall supply heat” and, in the last sentence of number 1 under Exceptions, by deleting the words “Appendix D of the International Plumbing Code” and replacing with the words “the Illinois Plumbing Code”.

(ff) 602.4 by deleting the words “during the period from (Date) to (Date)” following the word “heat”.

(gg) 604.2 by replacing “NFPA 70” with “National Electrical Code (NEC) as adopted by the City of Decatur.

(hh) 605.1 by adding “as per the National Electrical Code, as adopted by the City of Decatur” at the end of the sentence.

(ii) 605.3 by adding “controlled by a wall switch” after the word luminaire in the first sentence.

(jj) 702.5 – Number of Exits: In nonresidential buildings, every occupied story more than six stories above grade shall be provided with not less than two independent exits. In residential buildings, every story exceeding two stories above grade shall be provided with not less than two independent exits. In stories where more than one exit is required, all occupants shall have access to at least two exits. Every occupied story which is both totally below grade and greater than 2,000 square feet shall be provided with not less than two independent exits. Exception: A single exit is acceptable under any one of the following conditions: (1) where the building is equipped throughout with an automatic sprinkler system and an automatic fire detection system with smoke detectors located in all corridors, lobbies and common areas; (2) where the building is equipped throughout with an automatic fire detection system and the exit is an approved smoke proof enclosure or pressurized stairway; (3) where an existing fire escape conforming to the building code listed in Chapter 8 is provided in addition to the single exit; and (4) where permitted by the building code listed in Chapter 8.

(kk) 704.2 – Smoke Detectors. (1) Every dwelling unit shall be equipped with at least one approved smoke detector in an operating condition within 15 feet of every room used for sleeping purposes. The detector shall be installed on the ceiling and at least 6 inches from any wall, or on a wall located between 4 and 12 inches from the ceiling measured to the top of the detector. All smoke detectors shall be approved and listed and shall be installed in accordance with the manufacturers instructions. (2) Every single family residence shall have at least one approved smoke detector installed on every story of the dwelling unit, including basements but not including unoccupied attics. In dwelling units with split levels, a smoke detector installed on the upper level shall suffice for the adjacent lower level if the lower level is less than one full story below the upper level; however, if there is an intervening door between the adjacent levels, a smoke detector shall be installed on each level. (3) Every structure which (i) contains more than one dwelling unit, or (ii) contains at least one dwelling unit and is a mixed-use structure, shall contain at least one approved smoke detector at the uppermost ceiling of each interior stairwell. The detector shall be installed on the ceiling, at least 6 inches from the wall, or on a wall located 6 to 12 inches from the ceiling, measure to the top of the detector.

(ll) 704.2.2 Interconnection is now 704.6.2

(mm) 704.2.3 Power Source is now 704.6.3

(nn) 705 Carbon Monoxide Alarm Detectors. Definitions: (i) “Approved carbon monoxide alarm” or “alarm” means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian

Standard Association. (ii) Dwelling Unit. A room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multiple family residence and each living unit in a mixed use building. (iii) Section 1. Carbon Monoxide Detector. (a) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard. (b) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes. (c) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit the written information regarding alarm testing and maintenance. The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner. (d) The carbon monoxide alarms required may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up. Exemptions: The following residential units shall not require carbon monoxide detectors: (1) a residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building official, to receive carbon monoxide from that source. (2) a residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building official.

(oo): Penalty. That no person, firm or corporation shall erect, construct, alter, extend, repair, remove, demolish, maintain, operate, use or occupy any structure or equipment regulated by the provisions of this chapter or of the Code adopted hereby, or by the rules or directives promulgated or notices issued thereunder, or cause the same to be done, contrary to or in conflict with or in violation of any of said provisions, rules, directive or notices, and any person, firm or corporation violating or found to be in violation thereof shall upon conviction be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

Section 2. That this ordinance amendment shall become effective on January 1, 2024.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 70
- PROPERTY MAINTENANCE CODE -

1. APPLICABILITY. This Chapter shall have, along with the Code adopted hereby, the scope and applicability set out in said code, except as modified by the provisions of this Chapter.

2. PROPERTY MAINTENANCE CODE. The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, the International Property Maintenance Code/2021 ~~2015~~, the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference, the same to be known, and which may be cited as "The Property Maintenance Code" of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

(Amended, Ordinance No. 2007-21, April 2, 2007) (Amended, Ordinance No. 2018-68, November 5, 2018, Effective January 1, 2019)

3. SUBSTITUTIONS. Whenever in said Code the words, "name of jurisdiction" appear in brackets, said code is modified by removal of said brackets and substitution of the words, "the City of Decatur, Illinois," in lieu of the words contained therein, and whenever the words "name of state" so appear said Code is so modified and the word "Illinois" so substituted, and said Code shall be taken and construed as if such was expressly so set out therein.

4. NEIGHBORHOOD INSPECTIONS. Whenever in said Code or in the Chapter reference is made to the building official or to the code official such shall be taken to mean and shall be construed to refer to the Neighborhood Inspections Administrator or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspection or similar reference such shall be taken to mean and shall be construed to refer to the Inspections Division of the Economic and Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2018-68, November 5, 2018, Effective January 1, 2019)
(Amended, Ordinance No. 2017-07, February 6, 2017)
(Amended, Ordinance No. 2010-03, February 1, 2010)
(Amended, Ordinance No. 2000-11, March 13, 2000)

5. BOARD OF APPEALS. Whenever in said Code reference is made to the board of appeals such shall be taken to mean and shall be construed to refer to the Construction and Housing Board of Appeals of the City.

6. DELETION. The following numbered Articles or sections of said Code are deleted therefrom and the provisions thereof are not adopted hereby:

PM Section No. (Inclusive) PM Section No. (Inclusive)

103.1	103.2
103.3	<u>104.1</u> 103.5
104.2	104.6
<u>105.2</u>	<u>105.6</u>
	106.2
106.3	<u>110.1 through 110.4</u> inclusive 110.2
110.3	110.4
111.2 through 111.8 inclusive	
112.1 through 112.4 inclusive	
<u>113.2</u>	<u>113.3</u>
302.4	704.2 through 704.2.1.4 inclusive
<u>704.6 through 704.6.1.4 inclusive</u>	704.2.4—

704.6.4
Appendix B

(Amended, Ordinance No. 2018-68, November 5, 2018, Effective January 1, 2019)
(Amended, Ordinance No. 2008-05, February 4, 2008)
(Amended, Ordinance No. 2007-21, April 2, 2007)
(Amended, Ordinance No. 98-54, August 17, 1998)

7. AMENDMENTS. The following numbered sections in said Code are hereby modified and amended as herein indicated:

(a) 101.1 by inserting the words “City of Decatur, Illinois” for the name of the jurisdiction.

(b) 111.4.1 ~~107.2~~ by removing subparagraph 6.

(c) 111.4.2 ~~107.3~~ by adding the words “or the address listed in the Macon County Tax Assessor’s Office for receipt of the property tax bill for the property” before the semi-colon in section 111.4.2 (2) ~~107.3(2)~~.

(d) ~~107.45~~ by removing the words “with orders and notices”.

(d)(e) 111.2 ~~108.2~~ by removing the last portion of the last sentence and replacing as follows “It shall be unlawful for the owner of a structure having been given notice as herein provided to fail to close the structure”.

(e)(f) 111.7 ~~108.4~~ by replacing as follows “Placarding: After determination by the code official or his representative that a condemnation notice will be required under the provisions of this code the code official shall post on the premises or structure or parts thereof, or on defective equipment, a placard indicating that the structure or equipment has been condemned as unfit for human occupancy or use, and a statement of the penalties provided for any occupancy or use or for removing the placard”.

(f)(g) B101.2 ~~111.1~~ by removing “obtained from the code official” and replacing “20 days” with “10 days” and adding “in the office of the City Clerk” following “10 days”.

(g)(h) 201.3 by removing “International Zoning Code” and replacing “International Plumbing Code” with “Illinois Plumbing Code”

(h)(i) 202 by adding between “(BG) Sleeping Unit” and “strict liability offense” the following: Smoke Detector – “Approved smoke detector or ‘detector’ means a smoke detector of the ionization or photoelectric type, which complies with all the requirements of the rules and regulations of the State Fire Marshal”.

(i)(j) 301.2 by adding “or person in control” following the word “owner” in the first sentence.

(j)(k) 302.1 by adding the word “owner or” following the word “the” in the second sentence and deleting the words “that part of” and “that such occupant occupies or controls”.

(k)(l) 302.2 by removing the period at the end of the sentence and adding “and to prevent water damage to the foundation of the structure located thereon”.

~~(l)(m)~~ 302.5 by adding “The owner of any residential or nonresidential structure shall be responsible for the extermination of any insects or rats, or other pests throughout the structure and on the exterior of the property. Exception: The occupant of a single family dwelling shall be responsible for the extermination of any insects, rats or other pests in the interior of the dwelling. If the single family dwelling is vacant, extermination shall be the responsibility of the owner.”

~~(m)(n)~~ 304.5 by adding “so as to carry the safe design and operating dead and live loads” following the word “maintained” in the first sentence.

~~(n)(o)~~ 304.6 by adding “fascias and soffits” following the word “walls” in the first sentence.

~~(o)(p)~~ 304.7 by adding the word “may” following the word “that” in the first sentence.

~~(p)(q)~~ 304.7 by adding “properly anchored and connected” after the word repair, and “or removed” after the word obstructions in the next to last sentence.

~~(q)(r)~~ 304.14 by deleting the words “During the period from (Date) to (Date)” in the first sentence and deleting the “Exception” section.

~~(r)(s)~~ 304.18.1 by deleting the words “that is rented, leased or let” following the word “unit” in the first sentence.

~~(s)(t)~~ 304.18.2 by deleting the words “that is rented, leased or let” following the words “housekeeping unit”.

~~(t)(u)~~ 304.18.3 by deleting the words “rented, leased or let” following the word “housekeeping unit” and adding the words “and maintained to prevent the entrance of rats, rain and surface drainage water” at the end of the sentence.

~~(u)(v)~~ 305.2 by adding the words “free of deterioration” following the words “structurally sound”.

~~(v)(w)~~ 305.3 by adding “Bathrooms and toilet rooms shall be provided with floors of moisture resistant materials, and every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to permit such floor to be kept in a clean and sanitary condition” at the end of the paragraph.

~~(w)(x)~~ 305.4 by adding: And constructed so as to be safe to use and capable of supporting the anticipated loads and shall be free of deterioration. The maximum riser height for the steps shall be 9” and the minimum tread depth shall be 8” with variation not exceeding 3/4” in the depth of adjacent treads or in the height of adjacent risers.

~~(x)(y)~~ 305.7 by adding: Lead-based paint. Interior and exterior painted surfaces of dwellings and child and day care facilities, including fences and outbuildings, which contain in excess of 0.06 percent lead by weight shall be removed or covered in an approved manner. Any surface to be covered shall first be marked with warnings as to the lead content of such surface.

~~(y)(z)~~ 308.2.2 by deleting the words “without first removing the doors” following the word “premises”.

~~(z)(aa)~~ 309.4 by deleting the last sentence of the paragraph “If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination”.

~~(aa)(bb)~~ 404.8 by adding the following: “Below Grade Rooms. Rooms partially or completely below grade shall not be used as habitable space unless (1)

floors and walls are water-tight so as to prevent entry of moisture; (2) all habitable rooms shall be provided with aggregate glazing of not less than 8% of the floor area of such rooms; (3) where windows are provided as a means of egress or rescue, the windows shall have the bottom of the clear opening not more than 44" above the floor; (4) the minimum net clear opening for the below grade room windows to be used for egress or rescue shall be 5 square feet; and, (5) means of egress and emergency escape are provided in accordance with this code.

~~(bb)(ee)~~ 502.5 by replacing International Plumbing Code with Illinois Plumbing Code in the first sentence.

~~(cc)(dd)~~ 505.1 by replacing the International Plumbing Code with the Illinois Plumbing Code in the last sentence.

~~(dd)(ee)~~ 602.2 by deleting the words "Appendix D of the International Plumbing Code" and replacing with the words "the Illinois Plumbing Code" following the words "indicated in".

~~(ee)(ff)~~ 602.3 by deleting the words "during he period from (Date) to (Date)" following the words "shall supply heat" and, in the last sentence of number 1 under Exceptions, by deleting the words "Appendix D of the International Plumbing Code" and replacing with the words "the Illinois Plumbing Code".

~~(ff)(gg)~~ 602.4 by deleting the words "during the period from (Date) to (Date) following the word "heat".

~~(gg)(hh)~~ 604.2 by replacing "NFPA 70" with "National Electrical Code (NEC) as adopted by the City of Decatur.

~~(hh)(ii)~~ 605.1 by adding "as per the National Electrical Code, as adopted by the City of Decatur" at the end of the sentence.

~~(ii)(jj)~~ 605.3 by adding "controlled by a wall switch" after the word luminaire in the first sentence.

~~(jj)(kk)~~ 702.5 – Number of Exits: In nonresidential buildings, every occupied story more than six stories above grade shall be provided with not less than two independent exits. In residential buildings, every story exceeding two stories above grade shall be provided with not less than two independent exits. In stories where more than one exit is required, all occupants shall have access to a t least two exits. Every occupied story which is both totally below grade and greater than 2,000 square feet shall be provided with not less than two independent exits. Exception: A single exit is acceptable under any one of the following conditions: (1) where the building is equipped throughout with an automatic sprinkler system and an automatic fire detection system with smoke detectors located in all corridors, lobbies and common areas; (2) where the building is equipped throughout with an automatic fire detection system and the exit is an approved smoke proof enclosure or pressurized stairway; (3) where an existing fire escape conforming to the building code listed in Chapter 8 is provided in addition to the single exit; and (4) where permitted by the building code listed in Chapter 8.

~~(kk)(ll)~~ 704.2 – Smoke Detectors. (1) Every dwelling unit shall be equipped with at least one approved smoke detector in an operating condition within 15 feet of every room used for sleeping purposes. The detector shall be installed on the ceiling and at least 6 inches from any wall, or on a wall located between 4 and 12 inches from the ceiling measured to the top of the detector. All

smoke detectors shall be approved and listed and shall be installed in accordance with the manufacturers instructions. (2) Every single family residence shall have at least one approved smoke detector installed on every story of the dwelling unit, including basements but not including unoccupied attics. In dwelling units with split levels, a smoke detector installed on the upper level shall suffice for the adjacent lower level if the lower level is less than one full story below the upper level; however, if there is an intervening door between the adjacent levels, a smoke detector shall be installed on each level. (3) Every structure which (i) contains more than one dwelling unit, or (ii) contains at least one dwelling unit and is a mixed-use structure, shall contain at least one approved smoke detector at the uppermost ceiling of each interior stairwell. The detector shall be installed on the ceiling, at least 6 inches from the wall, or on a wall located 6 to 12 inches from the ceiling, measure to the top of the detector.

~~(ll)(mm)~~ 704.2.2 Interconnection is now 704.6.2 ~~704.3~~

~~(mm)(nn)~~ 704.2.3 Power Source is now 704.6.3 ~~704.4~~

~~(nn)(oo)~~ 705 ~~704.5~~ Carbon Monoxide Alarm Detectors. Definitions: (i) “Approved carbon monoxide alarm” or “alarm” means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association. (ii) Dwelling Unit. A room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multiple family residence and each living unit in a mixed use building. (iii) Section 1. Carbon Monoxide Detector. (a) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard. (b) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes. (c) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant’s dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit the written information regarding alarm testing and maintenance. The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant’s dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner. (d) The carbon monoxide alarms

required may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up. Exemptions: The following residential units shall not require carbon monoxide detectors: (1) a residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building official, to receive carbon monoxide from that source. (2) a residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building official.

~~(oo)(pp)~~: Penalty. That no person, firm or corporation shall erect, construct, alter, extend, repair, remove, demolish, maintain, operate, use or occupy any structure or equipment regulated by the provisions of this chapter or of the Code adopted hereby, or by the rules or directives promulgated or notices issued thereunder, or cause the same to be done, contrary to or in conflict with or in violation of any of said provisions, rules, directive or notices, and any person, firm or corporation violating or found to be in violation thereof shall upon conviction be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

(Amended, Ordinance No. 2007-21, April 2, 2007) (Amended, Ordinance No. 2018-68, November 5, 2018, Effective January 1, 2019)

8. CERTIFICATE - DEMOLITION EXPENSES – PROPERTY SUSTAINING LOSS.

(A) It shall be a violation for any company to pay a claim of an insured property owner for loss to a structure located in the City of Decatur, until the insurance company receives a certificate as required by this Section.

(B) A notice to the City of Decatur, of the insurer's intent to pay a claim shall include the name of the property owner, the address of the property, its legal description, the permanent real estate index number that identifies the property for purposes of taxation, and the amount of the claim to be paid.

(C) For purposes of this Section, the definitions set forth in Section 397.1 (b) of the Illinois Insurance Code (215 ILCS 5/397.1 (b), as amended) shall be applicable.

(D) For any claim to which this Section is applicable, an insured property owner must submit either of the following to the insurance company:

- (1) a certificate that with respect to the property that there are no unpaid incurred demolition expenses;
- (2) a certificate setting forth with respect to the property the amount of unpaid incurred demolition expense, and a direction by the insured property owner to the insurance company, to pay the unpaid incurred demolition expenses.

(E) Except as provided below, if a certificate is submitted pursuant to paragraph (2) above, the insurance company shall pay the unpaid incurred demolition expense from the proceeds payable by issuing a draft or check payable to the City of Decatur.

(F) If the City's incurred demolition expense is determined by estimation, the insurance company shall hold the amount estimated until an amended certificate executed by the appropriate local government official is submitted stating (i) that no demolition expense will be incurred or (ii) the actual unpaid incurred demolition expense. The insurance company shall then issue a draft or check payable to the City of Decatur for the actual unpaid incurred demolition expense.

(G) Nothing in this section shall be construed as making an insurance company liable for any amount exceeding the proceeds payable under its insurance policy unless the insurance company shall have made payment to the named insured without satisfying the requirements of this section. It shall be a violation for an insurance company to make payment to the named insured without satisfying the requirements of this section.

(H) Nothing in this Section shall be construed as making the City of Decatur an insured under an insurance policy.

(Amended, Ordinance No. 2020-38, February 24, 2020)

9. PENALTY. (A) That no person, firm or corporation shall erect, construct, alter, extend, repair, remove, demolish, maintain, operate, use or occupy any structure or equipment regulated by the provisions of this Chapter or of the Code adopted hereby, or by the rules or directives promulgated or notices issued thereunder, or cause the same to be done, contrary to or in conflict with or in violation of any of said provisions, rules, directives or notices, and, except as provided in subsections (B) and (C) hereof, any person, firm or corporation violating or found to be in violation thereof shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

(Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

(B) When a person, firm or corporation is cited for a violation of any of the provisions of this chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, as provided in subsection (A) hereof, which violation occurred within twelve (12) months of a prior violation of any of the provisions of this Chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, and such violation is separately brought and arises out of a different series of acts or omissions, such person, firm or corporation shall be fined not less than Five Hundred Dollars (\$500.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense and each day a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

(C) When a person, firm or corporation is cited for a violation of any of the provisions of this chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, as provided in subsection (A) hereof, which violation occurred within twelve (12) months of any two (2) prior violations of any of the provisions of this Chapter, or of the Code adopted hereby, or the rules or directives promulgated or notices issued hereunder, which prior violations each arose out of a different series of acts or omissions, and such present violation is separately brought and arises out of a different series of acts or omissions from either of the prior violations, such person, firm or corporation shall be fined not less than One Thousand Dollars (\$1,000.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense and each day a violation occurs or continues shall be considered a separate offense.

(Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

10. OTHER REMEDIES. The imposition of the penalties herein prescribed shall not preclude the institution of appropriate action to prevent unlawful construction or to restrain, correct or abate a violation, or to stop an illegal act, the conduct of business or the operation of mechanical equipment or systems in or about any premises.

11. SEVERABILITY. The provisions hereof are, and shall be construed to be severable and invalidity of any section or provision of this Chapter, or of the codes and standards hereby adopted, shall not invalidate other sections or provisions hereof.

12. RULES AND REGULATIONS. In order to cause the purpose, intent and provisions of this Chapter and the Code adopted thereby to be carried out and administered, and to facilitate the same, the City Manager be, and he is hereby, authorized to cause directives, interpretations and rules, not in conflict with said provisions, to be promulgated and enforced.

Public Works

DATE: 12/8/2023

MEMO: 2023-125

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –3043 Tempe Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3043 Tempe Drive be approved.

BACKGROUND:

The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3043 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3043 TEMPE DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Randall B. Young and Thelma A. Young, requesting that there be annexed to the City territory described as:

LOT SIX (6) OF SOUTHLAKE AS PER PLAT RECORDED IN BOOK 300 ON PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-203-018

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of December 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Randall B. Young Thelma A. Young
Amanda M. Young

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3043 Tempe Drive, and legally described as follows:

LOT SIX (6) OF SOUTHLAKE AS PER PLAT RECORDED IN BOOK 300 ON PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-018

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

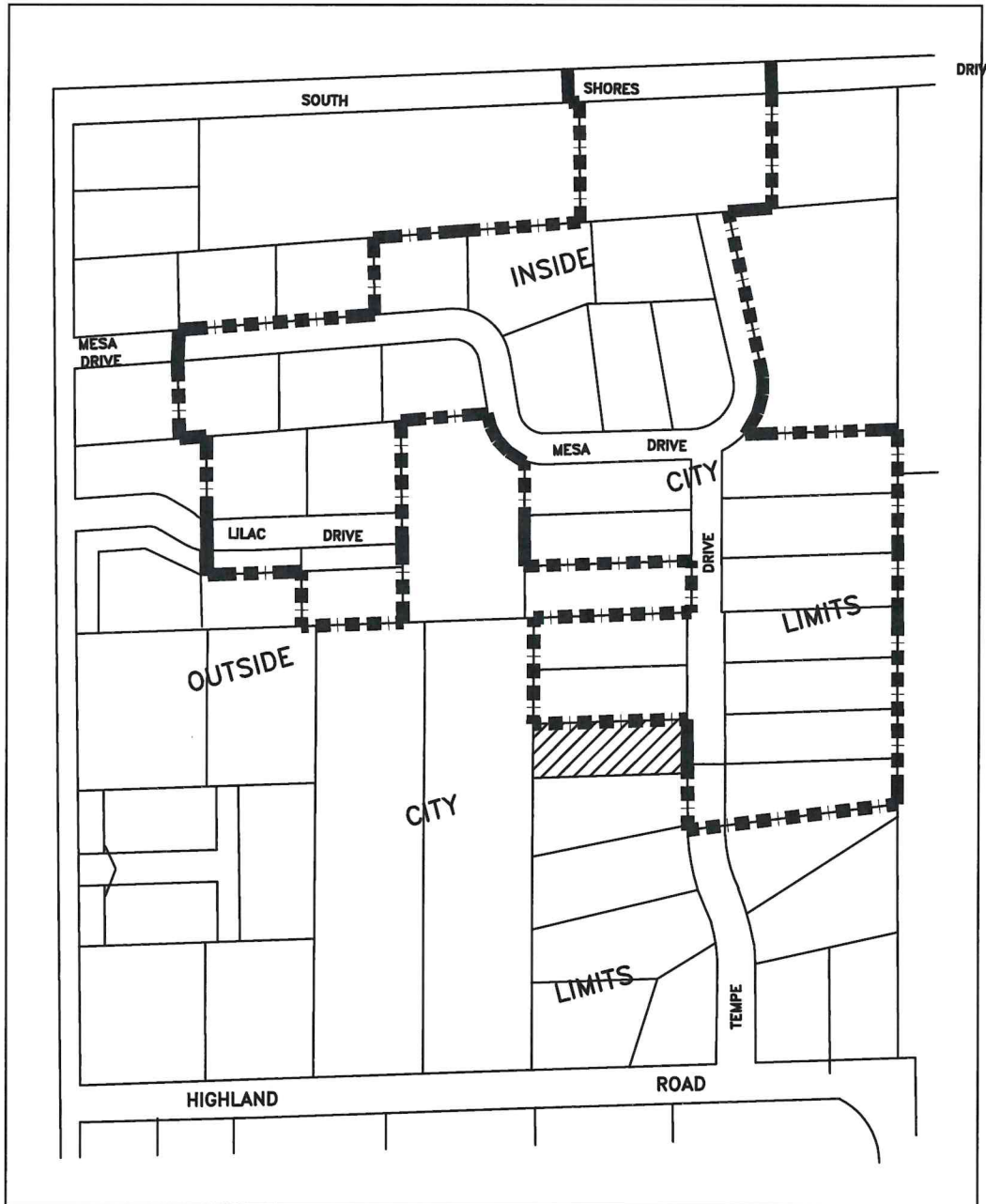
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Randall B. Young</u>	<u>Randall B. Young</u>	<u>3043 Tempe Dr Decatur, IL</u>
<u>Thelma A. Young</u>	<u>Thelma A. Young</u>	<u>" " "</u>

Signed and sworn to before me this 20th day of November, 2023

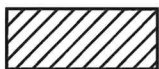
Olivia Marshall
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3043 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

0.461± acres

AREA 0.000± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



12-8-23

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DATE: _____ Page 281 of 362

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Public Works

DATE: 12/8/2023

MEMO: 2023-126

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:

Resolution Rescinding Resolution No. R2023-103 Accepting the Sourcewell Bid to Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper

SUMMARY RECOMMENDATION:

Staff recommends the following:

1. Resolution rescinding Resolution No. R2023-103 Accepting the Sourcewell bid to Key Equipment & Supply Co. for the purchase of one (1) 2023 Elgin Pelican street sweeper.
2. Resolution awarding a Contract in the amount of \$252,820 to Brown Equipment Company for one (1) 2023 Global Model M3 Street Sweeper.

BACKGROUND:

In the 2023 budget, the Municipal Services Division requested a new street sweeper to replace an old unit to be retired. During the early spring, Fleet Maintenance conducted tests on various street sweepers and ultimately recommended the purchase of an Elgin Pelican sweeper. On May 15, 2023, the City Council approved the purchase of the Pelican unit. The sweeper was recently delivered to the City and did not function well, having several break downs and was not effective in sweeping dry leaves. Fleet staff worked with the manufacturer to address the concerns but could not get the machine to sweep leaves effectively. Upon further discussions with the manufacturer, it was determined to return the sweeper and seek a Sourcewell quote from the manufacturer of the runner up in the testing.

Fleet Maintenance approached Brown Equipment Company, the Sourcewell contract holder for Global street sweepers. To forego a lengthy wait for a new sweeper, Brown proposed a lightly used demo unit, with 30 hours of operation time, that could be received immediately with about a \$19,000 discount which puts the unit at about \$11,000 less than the Pelican which actually had about the same amount of hours on it. Fleet Maintenance staff reviewed the proposed Global

sweeper and found it to be in excellent, new condition.

The Sourcewell quote proposed by Brown Equipment Company will also cover the used unit. Sourcewell is a cooperative purchasing organization that works with local and State governments to competitively solicit bids on various items. The City is a member of Sourcewell and has used their bid prices numerous times. The Sourcewell contract guarantees the bidding process has been followed with any available vendors. The process is the same for used equipment as it would be with new equipment.

DISPOSAL OF REPLACED UNITS: The retired unit will be used as a trade in toward the cost of the new sweeper.

OTHER BIDDERS: None.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION:

May 15, 2023 – The City Council passed Resolution R2023-103 approving the award of a Sourcewell contract in the amount of \$263,896.00 to Key Equipment and Supply Co. for one (1) 2023 Elgin Pelican Street Sweeper.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote bid specifications based Municipal Services Division requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:

Funding for the \$252,820 expenditure is available in the FY 2023 Budget. There is about an \$11,000 savings over the original purchase order.

ATTACHMENTS:

Description	Type
Resolution Rescinding Resolution No. R2023-103 Accepting the Sourcewell Bid to Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION RESCINDING RESOLUTION NO. R2023-103 ACCEPTING THE
SOURCEWELL BID TO KEY EQUIPMENT AND SUPPLY CO. FOR THE PURCHASE
OF ONE (1) 2023 ELGIN PELICAN STREET SWEEPER**

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

Section 1. That Resolution No. R2023-103, passed by Council on May 15, 2023, accepting the Sourcewell Bid to Key Equipment and Supply Co. quote received for one (1) 2023 Elgin Pelican Street Sweeper, be, and the same is hereby, rescinded.

PRESENTED and ADOPTED this 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Public Works

DATE: 12/8/2023

MEMO: 2023-126

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:
Resolution awarding a Contract in the amount of \$252,820 to Brown Equipment Company for one (1) 2023 Global Model M3 Street Sweeper.

ATTACHMENTS:

Description	Type
Resolution Awarding a Contract in the Amount of \$252,820 Brown Equipment Company for One (1) 2023 Global Model M3 Street Sweeper	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE SOURCEWELL BID OF BROWN EQUIPMENT
COMPANY FOR THE PURCHASE OF ONE (1) 2023 GLOBAL MODEL M3 STREET
SWEEPER**

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

Section 1. That the Sourcewell Bid from Brown Equipment Company for one (1) 2023 Global Model M3 Street Sweeper, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell bid from Brown Equipment Company in the amount of \$252,820.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Brown Equipment Company, for their Sourcewell bid price of \$252,820.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Exhibit A

Vehicle Quote

#Q08840
11/27/2023

Bill To

DECATUR, IL FLEET MAINTENANCE
2600 N JASPER
DECATUR IL 62526
United States

Ship To

DECATUR, IL FLEET MAINTENANCE
2600 N JASPER
DECATUR IL 62526
United States

TOTAL

\$252,820.00

Sales Rep: Jacob Dougherty

Expires	PO #	Quote Information		Shipping Method	
12/27/2023					
Item	Description	Qty	Price	Extended Price	
GLOBAL-M3	GLOBAL ENVIRONMENTAL PRODUCTS MODEL M3 STREET SWEEPER VIN:1G9AM6N11PS462018 Sourcewell Contract#: 093021-GEP City of Decatur Decatur, IL ID# 66300 See Attached Pricing.	1	\$294,820.00	\$294,820.00	
BEC SALES ALLOWANCE	Original Discount	1	(\$7,000.00)	(\$7,000.00)	
BEC SALES ALLOWANCE	Additional Discount	1	(\$10,000.00)	(\$10,000.00)	
Trade In Discount Item	MAKE: Global MODEL: M3 YEAR: 2016 VIN: 1G9GM3HJ4GS462034 Unit 288	1	(\$25,000.00)	(\$25,000.00)	
BEC CUSTOMER WARRANTY	Purchase of Unit include Extended Warranty Sweeper: 2 Year/2000 Hours P&L Engine: 2 Years/2000 Hours 5 Year/8000 Hour Cummins Warranty At No Charge	1	\$0.00	\$0.00	

Subtotal \$252,820.00

Tax (0%) \$0.00

Total \$252,820.00



Q08840



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www.brownequipment.net

Vehicle Quote

#Q08840
11/27/2023

Company/Agency:_____

Name(Printed):_____

Title:_____

Signature:_____

Date:_____

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.



Q08840



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Vehicle Quote

#Q08840
11/27/2023

BEC Enterprises LLC DBS Brown Equipment Company – CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-assign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.



Q08840



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Vehicle Quote

#Q08840
11/27/2023

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease 11/16/23 work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may: (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, instock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.



Q08840

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds	Ordinance

ORDINANCE NO. 2023-

**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, 2024 and ending December 31, 2024.

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, 2024, and ending December 31, 2024, 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	275,600.00	137,800.00	137,800.00

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 2023 assessed value year with property tax payable in 2024.

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2012 Series Bonds	Ordinance

ORDINANCE NO. 2023-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2012 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, 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 2012	773,875.00	773,875.00	0.00

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 2023 assessed value year with property tax payable in 2024.

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 18th day of December, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds	Ordinance

ORDINANCE NO. 2023 -

**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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, 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	1,879,500.00	1,879,500.00	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds	Ordinance

ORDINANCE NO. 2023 -

**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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, 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	1,871,787.50	1,871,787.50	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds	Ordinance

ORDINANCE NO. 2023 -

**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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, 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	1,764,125.00	1,764,125.00	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds	Ordinance

ORDINANCE NO. 2023 -

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2016 SERIES BONDS**

WHEREAS, by Ordinance No. 2016-70 passed and adopted on October 17, 2016, 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2016-70 GO Bond Series 2016	1,737,756.26	1,737,756.26	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bonds	Ordinance

ORDINANCE NO. 2023 -

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2017 SERIES BONDS**

WHEREAS, by Ordinance No. 2017-52 passed and adopted on December 18, 2017, 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2017-52 GO Bond Series 2017	379,600.00	379,600.00	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds	Ordinance

ORDINANCE NO. 2023 -

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2018 SERIES BONDS**

WHEREAS, by Ordinance No. 2018-16 passed and adopted on May 21, 2018, 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2018-16 GO Bond Series 2018	2,067,750.00	1,618,369.00	449,381.00

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 2023 assessed value year with property tax payable in 2024.

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds	Ordinance

ORDINANCE NO. 2023 -

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2019 SERIES BONDS**

WHEREAS, by Ordinance No. 2019-46 passed and adopted on June 17, 2019, 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-46 GO Bond 2019 Series	1,031,629.26	1,031,629.26	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds	Ordinance

ORDINANCE NO. 2023 -

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2019 SERIES B BONDS**

WHEREAS, by Ordinance No. 2019-200 passed and adopted on November 18, 2019, 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-200 GO Bond 2019 Series B	234,650.00	234,650.00	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds	Ordinance

ORDINANCE NO. 2023 –

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2020 SERIES BONDS**

WHEREAS, by Ordinance No. 2020-85 passed and adopted on May 18, 2020, 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2020-85 GO Bond 2020 Series	2,202,855.00	2,202,855.00	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2022 Series Bonds	Ordinance

ORDINANCE NO. 2023 –

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2022 SERIES BONDS**

WHEREAS, by Ordinance No. 2022-05 passed and adopted on February 22, 2022, 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, 2024 and ending December 31, 2024.

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, 2024 and ending December 31, 2024, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2022-05 GO Bond 2022 Series	1,821,200.00	1,821,200.00	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 2023 assessed value year with property tax payable in 2024.

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 18th day of December 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Information Technology

DATE: 12/18/2023

MEMO: 2023-14

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with Thinkwell Makerspace Innovations, NFP (Thinkwell) to obtain Internet Access through the City of Decatur Fiber Network.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing Mayor to execute a Memorandum of Understanding Agreement and associated Sales Order with Thinkwell to provide Internet Access through the City's Illinois Century Network internet service connection.

BACKGROUND:

In 2018 the City completed Phase II of its city-wide fiber network which established direct fiber connections to the Illinois Century Network who provides state of the art symmetrical fiber-based internet access for Municipalities, Local and State Government, Schools, Libraries, Businesses, and other entities who are interested. This provides for an extraordinary opportunity to partner with other organizations to share symmetrical internet resources at a low monthly cost to those who participate.

Thinkwell has an interest in sharing the City Fiber Network to consume internet access for the new Makerspace Innovations area at the library. Thinkwell has requested 50/50 symmetrical internet access and will pay for their agreed upon portion of this internet access through the attached Memorandum of Understanding Agreement and associated Sales Order from the City of Decatur.

PRIOR COUNCIL ACTION: City Council has taken action on this same agreement for multiple partnerships in the past.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: Additional revenue offsetting City of Decatur Internet access and fiber network costs.

ATTACHMENTS:

Description	Type
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Resolution
MOU Agreement
Service Order

Resolution Letter
Backup Material
Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING AGREEMENT AND ASSOCIATED SALES ORDER
WITH THINKWELL MAKERSPACE INNOVATIONS, NFP TO OBTAIN
INTERNET ACCESS THROUGH THE CITY OF DECATUR FIBER
NETWORK**

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

Section 1. That the Memorandum of Understanding Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Thinkwell Makerspace Innovations, NFP, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 18th day of December 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Memorandum of Understanding

This Memorandum of Understanding ("**MOU**"), is made effective as of December 18, 2023 ("**Effective date**") by and between the City of Decatur, an Illinois Municipal Corporation, with an address of 1 Gary K. Anderson Plaza, Decatur, IL 62523 ("**CITY**") and Thinkwell Makerspace Innovations, NFP ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**".

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this MOU is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain transport, dedicated internet access and colocation services ("**Services**") from CITY for the Customer's sole use. The MOU and Service Order(s) (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "**Agreement**".

1.2 Orders for Services. Customer may request the CITY to provide Services by submitting a Service Order on a form provided by the CITY from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that they are solely responsible for the accuracy of all Service Orders and other information that it provides to the CITY. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**"), and any additional specific terms for the Services. All Service Orders shall be subject to acceptance by the CITY.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MOU and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of the CITY has executed such Service Order; and (b) this MOU.

1.4 Acceptable Use Policy. Customer agrees to be bound by CITY's Acceptable Use Policy which is set forth in Exhibit A (attached hereto and incorporated as reference) when utilizing the CITY Fiber Network in fulfillment of active service orders from the Customer.

ARTICLE 2 - TERM

2.1 MOU Term. This MOU shall be in effect for a period of one (1) year from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this MOU, and shall automatically renew for one (1) year periods thereafter (each a "**Renewal Term**" and together with the Initial Term, shall be referred to as the "**Term**") until either Party notifies the other Party of its intent not to renew the MOU at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MOU shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

2.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order ("**Service**

Term”), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Service Order, the term of each such Service Order shall automatically renew for one (1) year periods (each a “**Service Renewal Term**”) pursuant to the terms of the Agreement until terminated by either Party upon thirty (30) days written notice prior to the end of the Service Term or the then current Service Renewal Term; provided, however, that Customer shall continue to be responsible for payment to the CITY for the Services to be terminated through the end of the thirty (30) day notice period plus any early termination charges which may apply. Customer will not receive notice of a Service Term or Service Renewal Term expiration date. After the Service Term and during any Service Renewal Term, the CITY reserves the right to increase rates for any services provided thereunder upon at least thirty (30) days’ notice.

ARTICLE 3 – SERVICE ORDER PROCEDURE

3.1 To order a Service, Customer must execute a Service Order provided by the CITY. Customer may order additional Services from time to time by executing additional Service Orders. Upon receipt of an executed Service Order, the CITY will either: (a) accept the Service Order by signing and returning it; or (b) request clarification of information on the Service Order; or (c) reject the Service Order. The CITY shall be under no obligation to accept a Service Order.

3.2 After installing a Service, the CITY will email an order completion notification to Customer to the email address designated by Customer. If Customer does not notify the CITY in writing within seventy-two (72) hours following receipt of the order completion notification that the Services do not conform to the CITY’s specifications (with evidence of such non-conformance included in the notice), or if the CITY has not performed the testing ensuring compliance with service specifications listed in service order “**Acceptance Testing**” due to Customer’s failure to satisfy any of its obligations under this MOU related to installation, or if Customer begins using the Service for any purpose other than testing, the Service shall be deemed accepted, and such date shall constitute the “**Service Activation Date**.”

ARTICLE 4 – BILLING AND PAYMENT

4.1 Credit and Deposit. If requested by the CITY, Customer shall complete and submit CITY’s standard credit application. The CITY may from time to time conduct a review of Customer’s credit rating and payment history. The CITY may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, the CITY may require Customer to pay a deposit or an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. The CITY shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to the CITY, when the CITY determines in good faith, based on Customer’s credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

4.2 Billing Commencement. The CITY will commence billing and Customer shall be liable for payment for Services upon the Service Activation Date.

4.3 Invoicing and Payment Terms. The CITY will provide Customer with an annual itemized invoice for the Services together with all other charges due. All amounts due to the CITY are payable in full within thirty (30) days from date of invoice (“**Due Date**”). Invoice amounts not paid on or before the

Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, the CITY shall invoice Customer for any NRC upon acceptance of a Service Order.

4.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify the CITY in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall pay all undisputed amounts by the invoice due date. If the dispute is resolved against the Customer, Customer shall pay such amounts due plus interest as set forth in Section 4.3 from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

ARTICLE 5 – CANCELLATION

5.1 Cancellation. Customer may cancel a Service Order at any time prior to the date of Service Order Acceptance for such Service without any further liability. In the event Customer requests cancellation of a Service after Service Order Acceptance and prior to the date the CITY has sent a Service Activation Notice for such Service, Customer shall be obligated to pay the CITY for any costs the CITY has incurred in provisioning the Service prior to the date of cancellation, including, but not limited to, any contracts entered into by the CITY in connection with this Agreement and any completed or incomplete installation services rendered. If Customer requests cancellation at any time on or after the date the CITY has sent a Service Activation Notice to Customer with 30 days' notice, then Customer shall be liable for the early termination charges set forth in Article 6 below.

ARTICLE 6 – EARLY TERMINATION

6.1 Early Termination. In the event that Customer terminates any Service after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or the CITY terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to 50% of the remaining reoccurring charges in the term; plus any and all installation charges, reasonable construction costs, charges from termination of Third Party Services, or other charges or costs which have been incurred by the CITY in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least thirty (30) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of the CITY's actual damages in the event Customer terminates for convenience and are not a penalty.

ARTICLE 7 - EQUIPMENT AND INSTALLATION

7.1 CITY Equipment. The CITY, or its agent, may provide, install, maintain, repair, operate and control the CITY's equipment including but not limited to fiber, conduit, manholes, hand holes, ducts, electrical and optical equipment ("CITY's Equipment"). CITY's Equipment shall remain the sole and exclusive property of the CITY, and nothing contained herein shall give or convey to Customer, or any other person, any right, title, or interest whatsoever in the CITY's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove, or conceal any identifying plates, tags or labels identifying the CITY's ownership interest in the CITY's Equipment. Customer shall not adjust, align, attempt to repair, relocate, or remove the CITY's Equipment, except as expressly authorized in writing by the CITY. Customer shall be liable for any loss of

or damage to the CITY's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse the CITY for the same, within thirty (30) days after receipt by Customer of a request for reimbursement.

7.2 CITY Access to Customer Premises. Where applicable, Customer shall provide the CITY with access to all Customer locations for purposes of installation, maintenance, and repair of CITY Equipment on Customer premises. The CITY shall provide reasonable notice under the circumstance to Customer prior to entering Customer's point of presence to install, maintain or repair any of the CITY Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

7.3 Customer Equipment. Equipment and service beyond the point of demarcation and/or interconnection between CITY facilities and terminal equipment and the wiring at the point of demarcation shall be the responsibility of Customer. If Customer provides its own equipment, the CITY shall have no obligation to install, maintain or repair the equipment. If, on responding to a Customer initiated service call, the CITY and Customer jointly determine that the cause of the service deficiency was a failure, malfunction, or the inadequacy of equipment other than the CITY's Equipment, Customer shall compensate the CITY for actual time and materials expended during the service call.

ARTICLE 8 - MAINTENANCE

8.1 Maintenance. The CITY holds a contract with a third-party service vendor and has agreements in place to maintain 24 hours, 7 days a week, 365 days per year (24x7x365) Network Operations Center (NOC) and Communications Management Center (CMC) who monitors the network, responds to customer requests, performs network troubleshooting, and engages network engineers to resolve network issues and incidences. The CITY IT Help Desk will provide the first level of support and utilize a trouble ticketing program to track progress. CITY IT Help Desk can be reached 24x7x365 by dialing (217)424-2703. The CITY shall perform regular and emergency maintenance on the network including upgrades to hardware and software, configuration changes or enhancements, or to increase network capacity and performance. The CITY, in conjunction with its third-party vendors, has established a six-hour maintenance window on Saturday morning beginning at 12:01 AM and concluding at 6:00 AM Central Time. The CITY will perform emergency network maintenance outside of this maintenance window based on the urgency of the maintenance. Customers of the network will be notified by email at least five business days in advance of planned maintenance and the CITY will attempt, when reasonably possible, to notify customers by email of emergency maintenance outside the maintenance window.

ARTICLE 9 - DEFAULT; SUSPENSION OF SERVICE

9.1 Customer Default.

9.1.1 Customer is in default of this MOU if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from the CITY; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from the CITY; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other

official) under any bankruptcy, insolvency, or other similar law (each such event shall be a **"Customer Default"**).

- 9.1.2 In the event of a Customer Default, the CITY may suspend Services to Customer until Customer remedies the Customer Default, or the CITY may terminate this MOU and/or any or all the Services being provided hereunder. The CITY may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MOU or available to the CITY at law or in equity.

9.2 CITY Default.

- 9.2.1 CITY is in default of this MOU if the CITY fails to cure any non-monetary breach of any material term of this MOU within thirty (30) days of receiving written notice of the breach from Customer (**"CITY Default"**).
- 9.2.2 Customer recognizes that the CITY is sharing the same communication infrastructure and connectivity (**"Network"**) that the Customer is using under this agreement. The CITY has a vested interest in maintaining high reliability in the network and will use its best resources and efforts to maintain a goal of 100% network availability with the core components of the network. In the event the CITY is unable to resolve an outage within a 24-hour period, the CITY will be found to be in Default and the Customer may terminate the Services and this Agreement upon written notice to the CITY. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 - IMPOSITIONS

10.1 All charges for the Services are exclusive of any Impositions (as defined below). Except for taxes based on CITY's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise fees, rights of way fees or charges, license or permit fees, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed on incident to, or based upon the provision, sale, or use of the Services (**"Impositions"**). Such Impositions may be shown on invoices as cost recovery fees. If Customer is entitled to an exemption from any Impositions, Customer is responsible for presenting the CITY with a valid exemption certificate in a form reasonably acceptable to the CITY. The CITY will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by the CITY to Customer following the CITY's receipt of such exemption certificate. Customer shall indemnify, defend, and hold the CITY harmless from payment and reporting of all such Impositions, including costs, expenses, and penalties incurred by the CITY in settling, defending, or appealing any claims or actions brought against the CITY related to, or arising from, the non-payment of Impositions.

ARTICLE 11 – CONFIDENTIALITY

11.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created, or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

ARTICLE 12 – CUSTOMER'S REPRESENTATIONS AND WARRANTIES

12.1 Customer both represents and warrants each of the following:

- It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Customer authorizes, permits, or allows to access to the related services and equipment, or facilities also complies with the terms of this Agreement in exercising such individual's access.
- This Agreement has been duly and validly authorized, executed and delivered by Customer and constitutes its valid and binding obligation.
- In performing its obligations hereunder, Customer will comply with all laws, rules and regulations of all governmental bodies having jurisdiction. Customer acknowledges that it is solely responsible for being aware of, and in compliance with, these applicable laws, rules, and regulations, and that the CITY shall not be liable or responsible for Customer's failure to comply.
- Customer holds all required regulatory authorizations and permits to perform this Agreement according to its terms.
- Customer's obligations under this Agreement do not conflict with any other agreement.

ARTICLE 13 – CITY REPRESENTATIONS AND WARRANTIES

13.1 The CITY represents and warrants the following:

- The CITY has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder.
- This Agreement has been duly and validly authorized, executed and delivered by the CITY and constitutes its valid and binding obligation.
- In performing its obligations hereunder, the CITY will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.
- The CITY holds all required regulatory authorizations and permits to provide the Services identified herein.

ARTICLE 14 – DISCLAIMER OF WARRANTY

14.1 Except for express warranties set forth in the Agreement the CITY disclaim all express or implied warranties, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Except as expressly set forth in the Agreement, customer assumes total responsibility for use of the services. In addition to any other disclaimers of warranty stated in the Agreement, the CITY makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and Network Address Translation (NAT) policies) and security response procedures.

ARTICLE 15 – LIMITATION OF LIABILITY

15.1 Neither Party, their affiliates, agents, or contractors shall be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any loss of, or cost to recover, data, use, business, revenues, profits, or goodwill relating to the services performed under this Agreement, or any action or omission relating to third parties, regardless of the legal theory under which such liability is asserted. Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement. Any Customer claims relating to this Agreement must be brought within sixty (60) days following the end of the term or termination.

ARTICLE 16 – LIMITATION OF SERVICE

16.1 Notwithstanding any other provision in this Agreement, this Agreement applies only to services provided directly to the Customer for the Customer's use. These provisions shall not apply to offerings by the Customer for services to third parties. This Agreement does not constitute a joint undertaking for the furnishing of any service to customers or other third parties of the Customer. Services provided to the Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service furnished by the Customer to its customers or third parties. The CITY does not undertake to offer any services to any person or entity other than the Customer.

ARTICLE 17 - INDEMNIFICATION

17.1 To the extent permitted by law, Customer shall indemnify and hold harmless the CITY, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by the Customer of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Customer's negligent performance; or (c) any act, activity or omission of the Customer or any of its employees, representatives, or agents. Neither Party shall be liable for incidental, special, consequential, or punitive damages. The CITY agrees to reasonably cooperate with Customer in the defense of any third-party claim and agrees that the Customer will have full control and authority over the defense and any settlements.

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement if such failure or delay of performance is due to causes beyond such Party's reasonable control ("**Force Majeure Event**"), including but not limited to: acts of God, fire, flood, explosion, storm or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies; cable cut(s); sabotage; insurrections; riots; wars; and unforeseen acts of third Parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 IP Address Allocation Policy. CITY shall provide all Internet Protocol ("IP") addresses needed for Customer and its equipment to use for the sole purpose of using the CITY Fiber Network to access the Internet and Intranet, provided that CITY retains sole and absolute administrative control of each IP address provided, including without limitation, determining system requirements and deployment of each IP address, monitoring system use, and denying assignment of or revoking assignments of addresses. Use of CITY addresses on other provider networks without CITY's written consent is prohibited.

19.2 Applicable Law. This Agreement will be governed by the laws of the State of Illinois, without reference to its choice of law rules.

19.3 Right and Authority. Each of the Parties hereto represents and warrants to the other that this Agreement shall be binding upon and insure to the benefit of each of the Parties hereto and their respective agents, servants, employees, representatives, affiliates, heirs, executors, transferees, successors, and assigns, as the case may be.

19.4 Notices. If to CITY: All inquiries and notices shall be addressed to City of Decatur, Attn: IT Director at 1 Gary K. Anderson Plaza, Decatur, Illinois 62723, by telephone at 217-424-2703 or by email at HelpDesk@decaturil.gov.

If to Customer:

For Administrative and Maintenance Notices:

Name: Jesse Blunt
Address: 120 North Franklin Street, Suite D
City/State/Zip: Decatur, IL 62523
Phone #: (217) 521-5941
Email Address: thinkwellmakerspace@gmail.com

For Legal Notices:

Name: Jesse Blunt
Address: 120 North Franklin Street, Suite D
City/State/Zip: Decatur, IL 62523
Phone #: (217) 521-5941
Email Address: thinkwellmakerspace@gmail.com

19.5 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as near as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.6 Interpretation. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

19.7 Modifications. The CITY may have the need to modify the service or business aspects of this Agreement from time to time due to changes in service or availability and reserves the right to do so. The CITY shall provide 30 days prior written notice to Customer of any modification adopted by the CITY. The CITY will not change any legal terms and conditions in this agreement without the prior approval of Customer.

19.8 Assignability. Customer may not assign this Agreement or any of its obligations, duties or burdens arising hereunder, without the CITY's consent. A transfer or assignment in violation of this

Section 19.8 shall constitute a material breach of this Agreement. CITY will not assign this Agreement, in whole or in part, to a private entity without the prior written consent of Customer.

19.9 Remedies. The rights and remedies of the CITY hereunder shall not be mutually exclusive, i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Customer acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or by statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the Parties shall be enforceable in equity as well as at law or otherwise.

19.10 Entire Agreement. This Agreement and all applicable Service Orders consists of all the terms and conditions contained herein which articulate the full and complete understanding of the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes any prior or subsequent understandings, proposals, representations, discussions, and/or agreements (oral or written), absent a specific reference therein superseding this Agreement.

19.11 Headings. The section headings in this Agreement are inserted as a matter of convenience and in no way define, limit, or describe the scope of extent of such section, or affect the interpretation of this Agreement.

19.12 No Third-Party Rights. This agreement is made only between the Parties hereof and shall not establish rights in any third party as a third-party beneficiary or otherwise.

Thinkwell Makerspace Innovations, NFP

City of Decatur – An Illinois Municipality

Signature:



Signature:

Name: Jesse Blunt

Name: Julie Moore Wolfe

Date: December 12, 2023

Date: 12/18/2023

Title: Executive Director

Title: Mayor

EXHIBIT A

Acceptable Use Policy

Definitions

1. Email "**bombing**" is characterized by abusers repeatedly sending an identical email message to a particular address.
2. Email "**spamming**" is a variant of bombing; it refers to sending email to hundreds or thousands of users (or to lists that expand to that many users). It may also occur innocently, as a result of sending a message to mail lists and not realizing that the list explodes to thousands of users, or as a result of an incorrectly setup responder message.
3. "**Flooding**" occurs when a target machine is flooded with TCP connection requests. The target system host becomes extremely slow, crashes or hangs. Broadcast or "**smurf**" attacks causes network links to become overloaded. The "**smurf**" attack sends a constant stream of echo requests "pings" to the broadcast address of a subnet.

Acceptable Use Policy

This Acceptable Use Policy (hereafter referred to as 'AUP') specifies certain actions prohibited by the CITY for users of the City Fiber Network. The CITY reserves the right to modify this Policy at any time to stay in compliance with all known laws, regulations, policies, and security requirements that may be established by appropriate legislative or regulatory authorities or enacted by CITY management or Legal Counsel. Customer unconditionally accepts the terms of this policy.

Authorized Use

CITY Fiber services are for the use of authorized users only and are subject to routine network monitoring by CITY staff to audit network security and performance. The city reserves the right to deny IP addresses or revoke IP addresses and/or deny service to any Customer violating the AUP.

Illegal Use

The CITY Fiber may be used only for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation coming through the City Fiber Network is prohibited. Illegal use includes, but is not limited to, material protected by copyright, trademark, trade secret or other intellectual property rights which is being used without proper authorization; government and military data protected by law and applicable national security policies and concerns; Customer data protected by public policy; and material that, in the CITY's sole discretion, is obscene, defamatory, constitutes an illegal threat, or violates export control laws or any other laws or applicable regulations, or any use which compromises the integrity of the City Fiber Network or any other network connected to the City Fiber Network.

System and Network Security

Violations of system or network security are prohibited and may result in criminal and/or civil liability. Customer use of CITY Fiber Network constitutes consent to the CITY's routine network monitoring.

Should any violations of the law or this AUP be discovered during monitoring, the CITY will involve and cooperate with local, Illinois, and Federal law enforcement authorities for resolution. Examples of unlawful acts and system or network security violations include, but are not limited to, the following:

1. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures

without express authorization of the CITY. The CITY may scan or test the vulnerability of CITY Fiber Networks that it is responsible for or manages.

2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the network or system.

3. Interference with service to any user, host or network including, without limitation, email "**bombing**", email "**spamming**", flooding, deliberate attempts to overload the network or system. Broadcast or "**smurf**" attacks are prohibited.

4. Unauthorized access to any data, network, or system from a network or system for any purpose which is not lawful, or which is intended to do harm.

5. Forging any part of TCP-Internet Protocol packet header or header information in an email or a newsgroup posting. Electronic forging of any kind to include, but not limited to, IP addresses, domains, and business names.



Fiber Broadband Service Order

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

Customer Name: **Thinkwell Makerspace Innovations, NFP**
Customer Site ID: **DECIFIBER - Maker Space**
Service Term: **12 Months**
Service Activation Date: **12/1/2023**

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept. City of Decatur Illinois 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1196 Phone: (217)-424-2703 helpdesk@decaturil.gov	Thinkwell Makerspace Innovations, NFP Jesse Blunt 120 North Franklin Steet, Suite D Decatur, Illinois 62523 (217)521-5941 Thinkwell Makerspace Innovations, NFP

Billing Information	Same As Above
Billing Contact	
Billing Address 1	
Billing Address 2	
Billing City, St, ZIP	
Billing Phone	
Billing Contact e-mail	

Non-Recurring Charge (NRC) - One Time Charges	Unit Cost	Quantity	Extended Cost
	\$0.00	0	\$ -
			\$ -
Total One Time Charges			\$ -

Monthly Recurring Charge (MRC)	Unit Cost	Quantity	Extended Cost
50mbps Internet Access	\$325.00	12	\$ 3,900.00
Fiber Dedicated Transport Waived	-\$175.00	12	\$ (2,100.00)
			\$ -
Total Service Charges			\$1,800.00

TOTAL THIS SERVICE ORDER (ANNUAL)-

\$1,800.00

This service order is subject to terms and conditions of the Memorandum of Understanding ("MOU") currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the MOU and this Service Order, this Service Order shall have precedence over the MOU.

The monthly charges in this Service Order are based on a 12 Month Service term. Any termination or cancellation of service before the end of the term shall be subject to an early termination fee of 50% of the remaining monthly service fees in the term. Customer acknowledges and agrees to pay this fee upon early termination or cancellation.

**The City of Decatur will commence annual billing after customer acceptance of the fiber which becomes the Service Activation Date. Service will continue in 1 year increments until canceled in accordance with the MOU.

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

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately. This quote is valid until January 1, 2024

92-1558026	12/1/2023
Customer FEIN (##-#####)	Billing Start Date
Jesse Blunt	Executive Director
Print Customer Representative Name	Title
	12/11/2023
Customer Representative Signature	Date
Julie Moore Wolfe	Mayor
Print City of Decatur Representative Name	Title
	12/18/2023
City of Decatur Representative Signature	Date

City Clerk

DATE: 12/14/2023

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Consulting Services Agreement - Ann L. Schneider and Associates LLC

SUMMARY RECOMMENDATION: It is recommended that the Schneider consulting agreement be renewed for an additional 2 years.

BACKGROUND: Ann Schneider has provided transportation project consulting services for many years. Her work has expedited IDOT projects, and helped the city and the county realize more than \$100 million in funding for both jurisdictions since the engagement started. The city and the county split the \$60,000 annual cost of Ms. Schneider's consulting contract. Other than new dates and project lists, the consulting agreement's scope and terms remain the same.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING
CONSULTING SERVICES AGREEMENT
-ANN L. SCHNEIDER AND ASSOCIATES LLC-**

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

Section 1. That the Agreement presented to the Council herewith, by and between THE CITY OF DECATUR ILLINOIS and ANN L. SCHNEIDER AND ASSOCIATES LLC, regarding consulting services be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 18th day of December 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of January 1, 2024 by and between the City of Decatur Illinois (hereinafter called "City") with its offices 1 Gary K Anderson Plaza Decatur Illinois 62523 and Ann L. Schneider and Associates LLC (hereinafter called "ALSA") with its offices located at 17843 Lebanon Cemetery Rd. Petersburg, Illinois 62675.

WITNESSETH:

WHEREAS, Client wishes to retain ALSA to furnish certain consulting services (hereinafter more particularly described), which ALSA is qualified to perform on behalf of The City in the State of Illinois; and

WHEREAS, ALSA is willing to render such services,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

- (a) This agreement shall be effective as of the date it is entered into as set forth above and shall continue in full force and effect for one (1) year with an additional one (1) year automatic renewal period.
- (b) Subject to thirty (30) days written notice, agreement may be terminated for any reason by either party.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) The City hereby retains ALSA and ALSA hereby undertakes to exercise its best efforts to protect and promote the goals, reputation and interests of City in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
 - i. Advise on accomplishing the transportation improvement goals of the City and Macon County including the Southeast Beltway, Business 51, Brush College Road and other projects as directed;
 - ii. Advise on federal funding opportunities including Infrastructure Investment and Jobs Act and other Federally approved competitive grants, federal appropriations acts competitive grants, Surface Transportation Program, Highway Safety Improvement and monitoring other notices of funding opportunity (NOFO) for the priority transportation projects and planning efforts;

- iii. Advise on state infrastructure funding opportunities including economic development program (EDP), National Highway Freight Program, Truck Access Route Program (TARP) funding, statewide planning and research grants (SPR), rail freight funding and monitoring and accessing other state opportunities;
- iv. Reviewing and advising how to package infrastructure funding and financing requests to public sector officials to maximize consideration;
- v. Project coordination, oversight and intervention as directed;
- vi. Serve as a transportation improvement project manager to: 1) assist in project prioritization, 2) support development and evaluation of funding/financing alternatives, 3) provide procurement assistance for financial advisors as needed, and 4) other assistance as directed;
- vii. Develop opportunities for state and federal investments into key infrastructure projects;
- viii. Review and support for funding applications for any of the above programs;
- ix. Advice and counsel on transportation policies and issues; and,
- x. Consensus building to accomplish transportation goals, including the Southeast Beltway and Brush College Road corridor.

(b) ALSA shall provide the City Manager with written reports on its activities under this agreement on a monthly basis in conjunction with monthly invoicing, or as agreed to by ALSA and the City.

(c) ALSA shall maintain close liaison and frequent communication with the authorized City Manager.

3. Compensation

(a) In consideration of ALSA's rendering of Services, the City shall pay ALSA an annual retainer of \$60,000.00; monthly payments of \$5,000.00 to begin within 30 days from the acceptance date of this agreement by both the City and ALSA. Electronic invoices will be emailed the first of each month to the accountspayable@decaturil.gov.

(b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If ALSA determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to the City and prior written approval obtained from the City Manager, the City shall reimburse ALSA for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of the City and those of ALSA, ALSA agrees, if so directed by the City, to promptly refrain from

performing Services with respect to such area of conflicting interest. ALSA agrees that the City shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to ALSA if, in City's sole judgment and upon reasonable basis and belief, ALSA's representation of its other clients conflicts with the best interests of the City.

5. Authorized Representative

For the purpose of this agreement, the City's authorized representative shall be the City Manager. The City may designate from time to time additional or substitute authorized representatives by written notice to ALSA. ALSA's primary contact will be Ann L. Schneider, 217-622-0693 - annschneider100@gmail.com.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

7. Indemnification

(a) ALSA will assume full responsibility for and shall indemnify and hold harmless the City and its officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of ALSA or any breach by ALSA of any of the terms and provisions of this Agreement.

(b) The City will assume full responsibility for and shall indemnify and hold harmless ALSA and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of the City or any breach by the City of any of the terms and provisions of this Agreement.

8. Confidentiality

ALSA agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the City or otherwise required by law, any confidential information obtained concerning the business and operations of the City, as well as confidential information developed by ALSA in rendering services. Should any of this information be made available in the public domain by the City or by third

parties, ALSA shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

ALSA is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Ann L. Schneider
Ann L. Schneider and Associates LLC
17843 Lebanon Cemetery Rd.
Petersburg, IL 62675
Phone: 217.622.0693
email: AnnSchneider100@gmail.com
EIN # 47-1672872

City: City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217.424.2708
email: wrighton@decaturil.gov

11. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement
as of the date first above written.

Ann L. Schneider and Associates LLC

By 
Ann L. Schneider, President

The City of Decatur

By _____
Scot Wrighton, City Manager

City Clerk

DATE: 12/12/2023

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, November, 2023

ATTACHMENTS:

Description	Type
IT, November, 2023	Backup Material
Police, November, 2023	Backup Material
Public Works, November, 2023	Backup Material
Transit, November, 2023	Backup Material
Community & Economic Development, November, 2023	Backup Material
Fire, November, 2023	Backup Material

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
November

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- City DPD and IT are participating in a Public Safety system conversion from Central Square to Tyler New World Public Safety. Project is expected to run into the fall of 2024.
- Microsoft is sunsetting the SQL Server 2012 operating system. The city server environment had 31 servers that need updated to at least SQL Server 2019. As of this writing we still have 8 servers to update between now and the end of the calendar year.
- Over that past several months IT has been working with Police to build a mobile environment in the squad cars that maintains consistent connectivity as it moves around the city. Test car has Cradle Point technology, and the evaluation is going well.
- All City servers were evaluated for most current Operating System updates and were updated to the most current versions.
- IT is preparing to replace our city Network Core infrastructure which will provide extra layers of security for our network.
- Finally, all of the material required to finish the library lease space has been received and will be deployed and implemented in December 2023.
- Employee Explorer HR DB2 application was migrated to Tyler Human Capital module in Tyler MUNIS.
- Starting data migration efforts for Employee Benefits from Risk Management DB2 into Tyler MUNIS.
- Wi-Fi deployment for transit buses has resumed. Targeted completion in the end of December 2023.
- City Intranet for Employee Benefits and Fire were revamped.
- In November, IT processed 154 Help Desk tickets, resolving 81 during the initial point of contact with IT staff (52.6% First Call Resolution Rate (FCR)).

DECATUR ILLINOIS POLICE DEPARTMENT

2023 November Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	17
Patrol Officer	112
TOTAL	137

Budgeted 148

Non-deployable: Officers at Academy or in FTO 11

Non-deployable: Officers on Injury Status 3

Retirements/Resignations Expected Next Month 4

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	1
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	15

Freedom of Information (FOIA) Requests

Month: 253 **YTD:** 2,698

DECATUR ILLINOIS POLICE DEPARTMENT

2023 November Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	6
Directed Patrols	47	603
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,014	46,369
Criminal Arrests	251	3,140
Felony Drug Arrests	19	225
Firearms Siezed	10	218
Field Interviews	118	1,393
City Ordinance Arrests	8	118
Unlawful Use of Motor Vehicles	142	1,520

Traffic Accidents

	Amount	YTD
Traffic Accidents	195	2,170
Fatal Accidents	0	7
Personal Injury Accidents	29	406

Traffic Enforcement

	Amount	YTD
Traffic Citations	698	7,180
Written Warnings	310	4,050
Parking Citations	3	225

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	24	253
DUI's Involving Accidents	7	82
Electronic Communication Device Stops	22	177
Speeding Stops	229	2,911

DECATUR ILLINOIS POLICE DEPARTMENT

2023 November Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	945	grams	7,518	\$10 / gram	\$75,180
Cocaine - Powder	974	grams	2,696	\$100 / gram	\$269,600
Cocaine - Crack	8	grams	413	\$100 / gram	\$41,300
Heroin	0	grams	766	\$300 / gram	\$229,800
Ecstasy	0	hits	1,719	\$20 / hit	\$34,380
Meth	3,918	grams	17,584	\$100 / gram	\$1,758,400
K2/Pills	0	pills	1,141		

	Amount	YTD
Search Warrants	8	54
Currency Seized	\$490	\$68,392
Firearms Seized	6	86
Vehicles Seized	2	9
Arrests	17	179

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	152	1,524
Closed/Resolved Cases	122	938
Criminal Arrests	81	600
Homicides	0	13
Infant Death Investigations	0	0
Suicide Investigations	0	7
Missing Person Investigations	4	63
Computer Forensic Exams	1	30

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	24	180
Misdemeanor Arrests	0	13
TOTAL	24	193

	Amount	YTD
Sex Offender Registrations	124	1,412

**Public Works Department
Monthly Report
November 2023**

Engineering:

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: All work is complete.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded on February 22, 2022. NWMCC mobilized in April. All work is complete.

2023 Trenchless Long Lining Project:

Month Activity: All work is complete.

Project Background: The project was designed and advertised by Engineering Staff on June 14, 2023, with bids received on July 6, 2023. Hoerr Construction provided the lowest responsible bid, and the contract was awarded by City Council on July 17, 2023.

2023 Local and State MFT Projects:

Month Activity: Work continued with the paving of Faries, Garfield, Maryland, and Airport Plaza. The work is shut down for the winter and will commence in spring.

Project Background: The local and state MFT projects were designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 15, 2023. Dunn Company provided the lowest responsible bids, and the contract was awarded by the City Council on

August 21, 2023. Dunn is scheduled to start the work in early September. Work was completed on Northland and Garfield Ave.

2023 Water Main Replacement Project:

Month Activity: No work was completed in November and is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered.

William St Pump Station Improvements:

Month Activity: No work was completed in November and is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff and consultant CMT on September 6, 2023, with bids received on October 4, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023.

Old King's Orchard Garden:

Month Activity: No work was completed in November.

Project Background: The project was designed and advertised by Engineering Staff on September 20, 2023, with bids received on October 4, 2023. Entler Excavating Company, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: No work was completed in November.

Project Background: The project was designed and advertised by Engineering Staff on September 20, 2023, with bids received on October 4, 2023. Entler Excavating Company, Inc provided the lowest responsible bid, and the contract was awarded by City Council on October 16, 2023.

2023 Storm Drainage Improvement Projects:

Project Background: The project was designed and advertised by Engineering Staff on October 4, 2023, with bids received on October 25, 2023. A&R Mechanical, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on November 6, 2023.

2023 Annual Manhole Rehab:

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 8, 2023. Culy Contracting provided the lowest responsible bid, and the contract was awarded by the City Council on November 20, 2023.

William Street Closure at Decatur and Eastern Railroad:

Project Background: The project was designed and advertised by Engineering Staff on October 25, 2023, with bids received on November 8, 2023. Kinney Contractors provided the lowest responsible bid, and the contract was awarded by City Council on November 20, 2023

**MUNICIPAL
NOVEMBER 2023**

SERVICES

MONTHLY

DATA

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	737 patches	178	
Milling / Asphalt	24 sq yds	35	
Miscellaneous / Asphalt	0	61	
Pothole Patch / Repair	677 patches	146	
Street Repair / Asphalt	66.50 sq yds	55	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	151.5	
SS Utility Cuts / Curb & Gutter	6.10 linear ft	11	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	68.80 sq yds	132	
SS Utility Cuts / Sidewalk	294 sq ft	64	
Water Dept Cuts / Curb & Gutter	9 linear ft	13	
Water Dept Cuts / Driveway	0 sq yds	0	
Water Dept Cuts / Pavement	71.75 sq yds	138.5	
Water Dept Cuts / Sidewalk	0 sq ft	0	
Water Dept Brick Street Rep	0 sq yds	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		205	
Flowerbed Maintenance		0	

Fountain		0	
Mowing / Downtown Parks		17.5	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Special Projects / Events / Electrical		0	
Service Calls / Other Departments		0	
Street Light Maintenance		111 Straight / 5 OT	
Traffic Signal Repair		223 Straight / 44 OT	
Warning Siren Maintenance		4	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	98.76%	573.57	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		86.5	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		54	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		18	
Stump Removal	33	198	
Tree Removal	397 (inch diameter)	232	

Tree Trimming	14	57	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		23	
Parking Lots/Garage Maintenance		36	
Parking Meter Collection		10	
Parking Meter Repair		6	
Special Projects / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	3,200 linear ft	14	
Catch Basin / Pumped	4	1	
Catch Basin / Repaired	2	21	
Culvert / Installed	175 linear ft	39	
Culvert / Jetted	175 linear ft	10	
Ditching	905 linear ft	106	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	0	0	
Sanitary Back-up / Jetted	3,151 linear ft	30 Straight / 2 OT	
Sanitary Manholes / Pumped	0	0	
Sanitary Manholes / Repaired	2	10	
Sanitary Sewers / Cleaned	0 linear ft	0	
Sanitary Sewers / Jetted	624 linear ft	8	

Sanitary Sewers / Roots	0 linear ft	0	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	83.5 miles	43.5	
Street Cleaning / County Roads	6.3 miles	6.5	
Street Cleaning / Neighborhoods	96.92 miles	429 Straight / 35 OT	
Street Cleaning / Priorities	39.8 miles	22	
Street Cleaning / State Routes	99 miles	58.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	173	12	
Miscellaneous Traffic Control		38	
Mowing Entry Signs		0	
Signs / Installed	28	63	
Signs / Made	42	40	
Signs / Repaired	31	67	
Striping / Paint	0 feet	3	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		38	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	97	333	

72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	1	3	
Home Secures	22	60	

**Water Production Division
Monthly Report
November 2023**

DeWitt County Wellfield Improvements: INTERA Inc. completed the preliminary engineering report. The completion of this project is on hold due to the recently purchased second DeWitt Co. farm property.

Lake Decatur Landscape Maintenance: This year's work on the south side of the U.S. 36 bridge was completed by Homer Tree Care.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 612.5 feet (84% full) which is slightly below normal for November due to below normal rainfall.

Lake Decatur Watershed Management Plan: Work continued on the \$9.88M USDA RCPP grant webpage, advisory board, USDA program parameters and contract details, partner coordination and contribution management, and overall promotion. The \$150K 2020 IEPA Section 319 grant tasks are almost 100% complete. The \$250K 2021 IEPA Section 319 grant tasks in progress include creating the Camp Creek sub watershed plan and the City Council awarding a contract to G&H Marine for Lake Decatur shoreline stabilization. The \$350K 2022 IEPA Section 319 grant application continues to be evaluated by IEPA. Northwater Consulting continued operating the watershed water quality monitoring network, planning to construct high priority Best Management Practices (BMPs) and operationalizing the Spatial Watershed Assessment and

Management Model (SWAMM). City staff continued BMP GIS database creation, planning and constructing Lake Decatur Watershed Protection Program BMPs.

Nelson Park Boat Ramps Preliminary Study: Martin Engineering's concept designs were made available for public review and comment.

Oakley Sediment Basin Drainage Improvements: Martin Engineering continued work on the second draft of the drainage improvements design.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction completed 99% of this project. Completion will occur in mid-2024 due to an extended delivery date for the installation of two valve actuators.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline bid specifications and assessing the pit's water recharge rate.

Water Production: Continued assisting with the completion of the South Water Treatment Plant claricone construction and SCADA improvements projects. Collected a larger than normal amount of water quality samples required by the State, analyzed Lake Decatur water samples, reviewed annual chemical bids, and received a certificate of excellence from the State for laboratory proficiency testing. 506.04 million gallons of potable water were pumped into the water distribution system which was 8.54% less than November 2022.

Performance Outcomes:

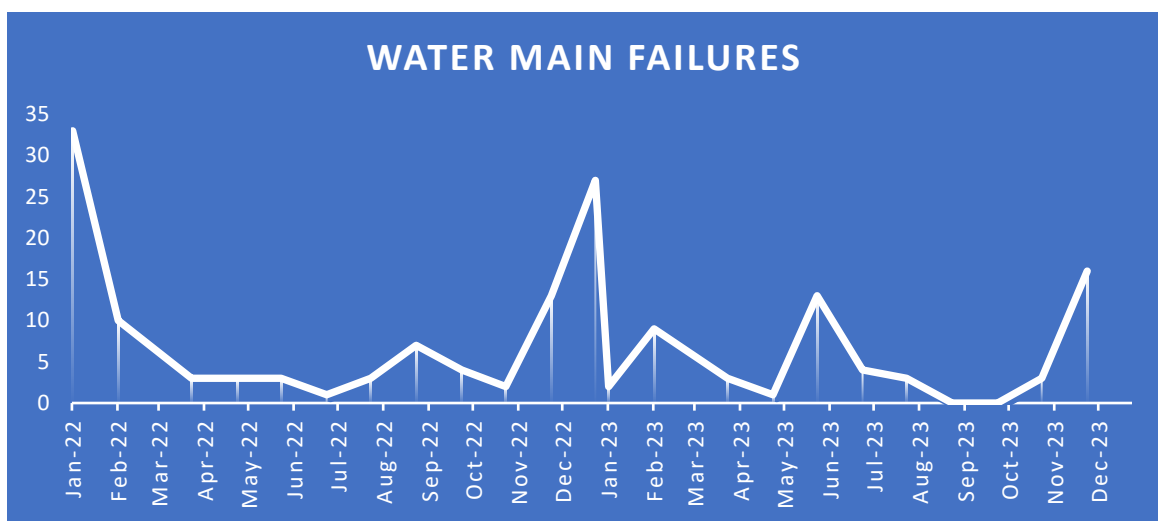
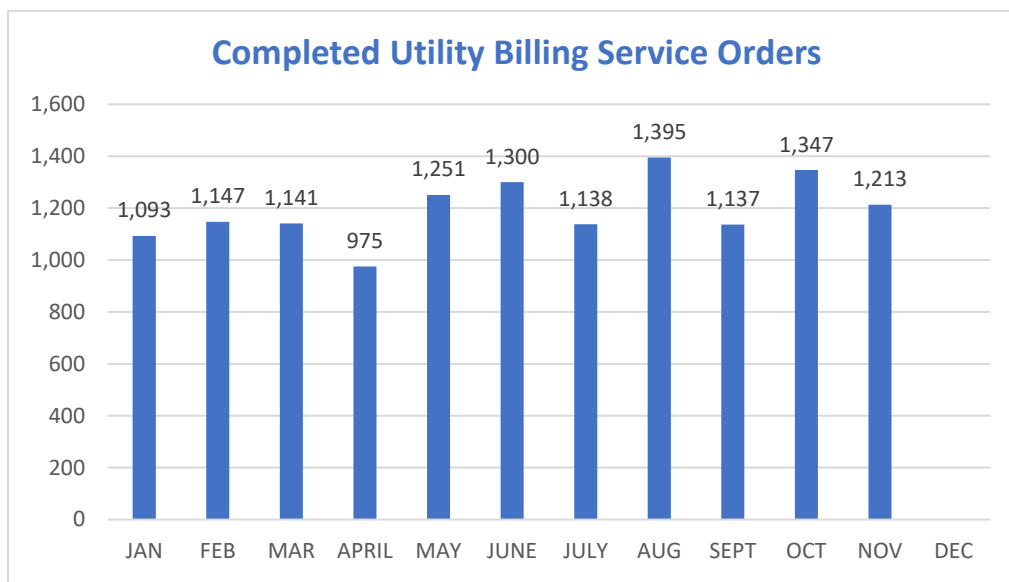
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine, and nitrate. All these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred in November.

3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting completed the draft Year 2 Tributary Monitoring Summary which includes sediment accumulation.

November 2023

Water Services:

Staff repaired 16 water main failures, 4 fire hydrants, 1 system control valve, 12 water services and inspected 30 system control valves and 3 fire hydrants. Completed 1,213 Utility Billing service orders and 118 miscellaneous distribution system orders.



Transportation Services Department

Monthly Report

November 2023

Mass Transit Division

For the month of November, the Mass Transit staff completed the following projects:

1. Route Study: APC data is completed. Benesch completed Phase 1 of public engagement November 6-10.
2. Campus Master Plan: Phase 2 Schematic Design, kickoff to be held first week of December.
3. Contract for City ad space completed with Houck. Working on the design phase.
4. Ordered 4 new solar benches for new bench pilot.
5. Awarded Safe Streets and Roads for All grant for the Decatur, IL Vision Zero Action Plan.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	71,496	1,905	73,401
Miles Driven	82,275	3,454	85,729
On Time Performance			93%
Train Delays			8

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	2,305	25	2,330
Miles Driven	9,018	300	9,318
On Time Performance			98%

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of November, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, HVAC updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. Continued safety initiative

including: installation of security cameras and doors, painting, and concrete repair.
Ordered bike racks, pending installation.

2. Library Facilities:
 - a. Lease Space: Continued development including: installed directories, door signs, mailboxes. Re-key project underway. Replaced toilets at clinic and serviced sewer line. Ordered bike racks, pending installation.
 - b. Library: Continued repairs and work. Carpet project still underway and making progress. Working on hot water line. Ordered bike racks, pending installation.
3. Police Facilities: Building maintenance PM schedule is completed. Repair and adjust doors.
4. Civic Center: Solar project underway. Door window repair/replacement in progress. Bike racks ordered and pending installation.
5. MSC: Working with AEX for roof design and walkway addition. Fire alarm maintenance and testing.
6. CILBA: monthly home inspections completed. Working on Wee Folk project including: lead & asbestos testing, removal of groundhogs, cleanup debris, etc.
7. Fire Department: Repair double doors, exterior door, and replace fence at Station #1, Roof repair quotes for storm damage at Stations 2 & 6, project underway to install gas line at Station 2. Sewer repair underway for Station 6.

Electric Vehicle (EV) Division

For the month of November, the EV staff completed the following projects:

1. CDM Smith Contract Executed, EVRP plan kick off in November.
2. NEVI (National Electric Vehicle Infrastructure) research and funding options.

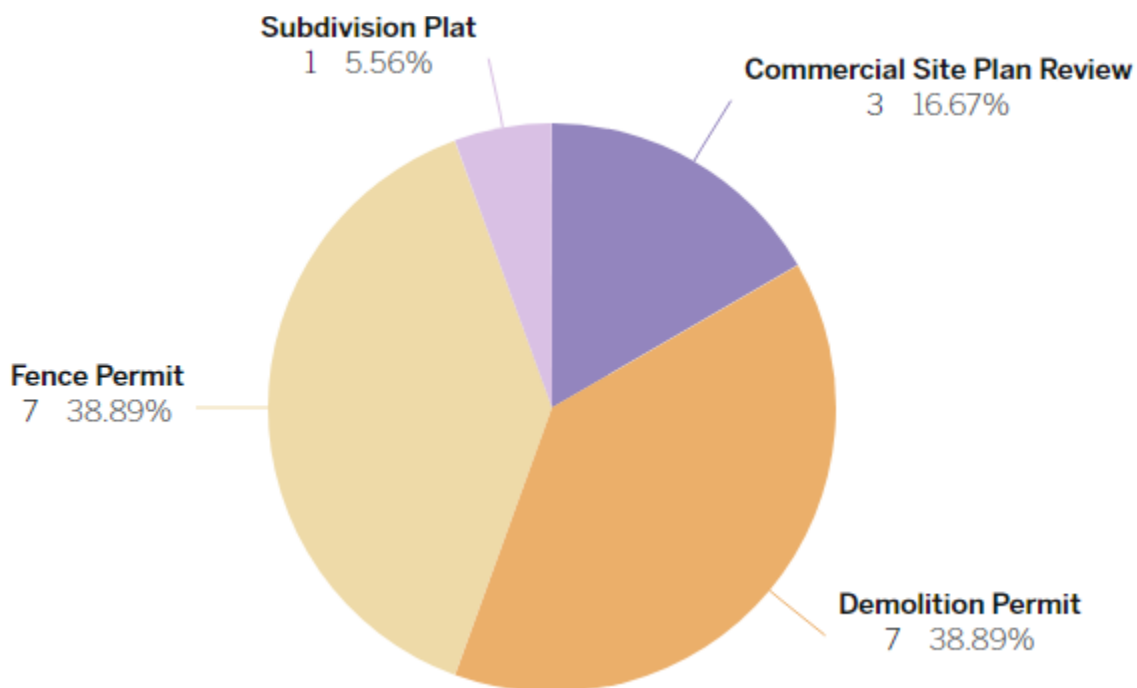
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

November 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of November, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. Two petitions were received for Plan Commission and two petitions were received for Zoning Board of Appeals.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed eighteen (18) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
0	90 Lots	\$45,700

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For November, we issued 188 permits broken down by permit type below. Of those, we had 2 permits with a value of over \$250,000. The Division performed 328 inspections and 7 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	4	\$2,718,920
Residential Building	45	1,408,996
Demolition	5	60,270
Electrical	27	189,882
Mechanical	32	211,848
Plumbing	28	126,314
Roof	38	413,166
Pool	0	0
Fence	8	58,529
Sign	1	7,583
Wheelchair Ramp	0	0
TOTAL	188	\$5,195,508

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff is working on a plan to dissolve DCDF. A meeting is scheduled for December with the Board of Directors.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to areas of the city.
- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants will be in the form of roof replacements.
- Staff held two public hearings to amend the CDBG-CV and FY23 Action Plan.
- Staff continues to work with the Economic Development Council to establish the Workforce Development Ecosystem.
- Staff continue strategic planning with CONO to increase capacity building.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City of Decatur is partnering with Richland Community College, Empowerment Opportunities Corporation (EOC), Building and Trades, Land of Lincoln Credit Union to rehabilitate a house and serve as transitional housing for a homeless family.
- The city continues hosting Remodeling Repair & Painting (RRP) worker certification classes. Currently, 23 have obtained their certification. We have a waiting list. The hope is to increase the number of contractors available to work on rehab projects.

- ECD has adopted Hope Academy as part of the Great Streets Great Neighborhood initiative.
- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper Corridor.
- Staff attended a Housing Developer Summit hosted by HUD in Springfield, IL.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Over 160 cleanups have taken place since the beginning of the program. Partners include Block by Block, Shemilah Outreach Center, and Inherited Services.
- One member of the Revitalization Division participated in the Capstone Leadership training along with other members of the department. Graduation is in December.
- Staff attended a contractor meeting in Champaign hosted by HUD. Municipalities discussed how to increase the number of contractors eligible for rehab programs given the difficulty of HUD requirements.
- The City of Decatur received a grant for Thriving Communities for the Department of Transportation. This will provide technical assistance with current transportation projects. A mandatory meeting was held in Washington DC for those involved. While there, the Decatur delegation met with representatives from Senator Durbin's office and Representative Nikki Budzinski's office to ask for support for 3 grants which were submitted.
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon. A public meeting was held at Main St. Church. Residents gave input on proposed changes.
- Staff participated in the Walk the Walk event sponsored by Homeward Bound. Participants walked from the civic center to agencies that provide homeless services. Each agency provided items to assist the homeless. The route was 3.1 miles.
- The staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner-occupied programs.
- Staff met with outside agencies, i.e., Dove, CoC, Homeless Advisory Council, Shemilah Outreach, SIA, United Way, CICD, 70th annual Community Thanksgiving Luncheon, Workforce Investment Solutions, Empowerment Opportunities Center, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of November 2023.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	129
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	44
No Garbage Service	8
Nuisance	121
Secure of Abandoned Buildings	43
Weeds	0
TOTAL	345

RE-INSPECTION VISITS	
Code Enforcement	913
Weeds	
TOTAL	913

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	46
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0

DEMOLITIONS	
Year-to-Date	
Demolished	108
New Cases	4
Sent to Legal	9
Sent to Council	10
Out to Bid	48
Contracts Granted	12
Contract Amount	146,758
Permits Issued	0
Permits Finaled	8
Active Demolitions	169

GARBAGE SERVICE COMPLAINTS	
Received	2

INVOICES*	
New Invoices	79
Dollar Amount	\$38,444.04

PAYMENTS RECEIVED**	
Weeds	\$235.00

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

TOTAL	40
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** reimbursement for costs incurred
by the City of Decatur for weed
abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2023-17

December 12, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – November 2023

The fire department responded to 1161 alarms in November. The total number of alarms for the first 11 months of the year is 12,843. During the same period last year there were 11,892 alarms. The department is on pace to surpass the 14,000-alarm mark for the first time in history.

One of the reserve apparatus was severely damaged in a vehicle accident and is no longer available. The pumper that was kept for an emergency has now been placed back into reserve status. The new pumpers that were ordered earlier this year are not expected to be delivered until April 2026. If any other unexpected apparatus issues occur between now and then, the department will have to look at purchasing a used vehicle.

The sewer line underneath the concrete floor at station 6 has been repaired. The line was causing sewer backups from time to time and needed a permanent fix. The repair caused the station to be closed for a couple of days, but the crews assigned there would stay as much as possible while the work was occurring.

The ambulance service has improved the number of ALS ambulances they have on the street on a daily basis. It appears that their daily staffing is trending upwards and seems to be consistently achieving their license requirements.

2023											
Incident Type Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1 - Fire	33	27	26	46	43	62	39	21	40	16	31
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	2	1	0	1	0	0	0	0	1	0	0
3 - Rescue & Emergency Medical Service Incident	867	794	788	820	826	798	790	836	852	883	832
4 - Hazardous Condition (No Fire)	17	33	78	30	32	106	51	46	28	29	23
5 - Service Call	123	96	131	111	110	99	108	125	112	128	120
6 - Good Intent Call	64	57	73	67	89	67	92	67	109	94	101
7 - False Alarm & False Call	66	53	64	51	45	51	70	66	67	82	54
8 - Severe Weather & Natural Disaster	0	0	0	0	0	2	0	1	0	0	0
Grand Total	1,172	1,061	1,160	1,146	1,145	1,205	1,150	1,202	1,209	1,232	1,161

Busiest fire companies for the month.

Fire Company	Alarms
Engine 1	246
Engine 6	219
Engine 5	217
Engine 3	197
Truck 2	159

TRAINING: No Report

FIRE PREVENTION: Inspector test is in the process of being started.