



**Monday, December 2, 2019
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 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of November 18, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Public Hearing on the Preliminary 2020 City Budget
2. Proclamations and Recognitions
3. 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, 2020 and Ending December 31, 2020
4. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series A Bonds
5. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series B Bonds
6. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds
7. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds
8. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds
9. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds

10. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds
11. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bonds
12. Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds
13. Resolution Approving an Agreement with CDM Smith for Professional Engineering Services for the Water Utility Long-Term Sustainability Plan, City Project 2018-34
14. Resolution Amending Agreement with MV Transportation Inc., for Mass Transit Management
15. Ordinance Amending City Code Chapter 07 - Officers and Employees Generally, as it relates to specific positions
16. Ordinance Amending City Code Chapter 73-Offenses, Section 24-Possession/Consumption Cannabis, Section 25-Possession Drug Paraphernalia
17. Ordinance Amending City Code Chapter 34-Traffic and Parking, Section 37-Removal of Vehicles
18. Resolution Authorizing the Purchase of Body Worn Camera System Equipment, Software and Services for the Decatur Police Department
19. Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Seven New Toughbook Computers and Associated Technology for Recently Purchased Six 2020 Ford Interceptor Utility Vehicles and One 2020 Ford Interceptor Hybrid Utility Vehicle
20. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 2360 West Ash Avenue
 - B. Ordinance Annexing Territory 3232 Burt Drive
 - C. Ordinance Annexing Territory 2443 Captain Lane
 - D. Ordinance Annexing Territory 3600 West Catherine Street
 - E. Ordinance Annexing Territory 4128 Dean Drive
 - F. Ordinance Annexing Territory 3200 Desert Inn Road
 - G. Ordinance Annexing Territory 3320 Desert Inn Road
 - H. Ordinance Annexing Territory 4125 Doneta Avenue
 - I. Ordinance Annexing Territory 3323 Las Vegas Drive

- J. Ordinance Annexing Territory 1982 Solar Avenue
- K. Ordinance Annexing Territory 2233 Thunderbird Drive
- L. Ordinance Annexing Territory 2245 Thunderbird Drive
- M. Ordinance Annexing Territory 2401 Thunderbird Drive
- N. Receiving and Filing of Minutes of Boards and Commissions
- O. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Alum City Project - PUR2019-11
- P. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon, City Project - PUR2019-11
- Q. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon Dioxide, City Project - PUR2019-11
- R. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Chlorine, City Project - PUR2019-11
- S. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Hydrofluorosilicic Acid, City Project - PUR2019-11
- T. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Lime, City Project - PUR2019-11
- U. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Chloride, City Project - PUR2019-11
- V. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Chlorite, City Project - PUR2019-11
- W. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Hexametaphosphate, City Project - PUR2019-11

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session under Section 2, Open Meetings (c) (11) for the purpose of discussing Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent and (c) (5) the purchase or lease of real property for the use of the public body.

VIII. Adjournment

2019 City-wide Cleanup Summary

SUBJECT: Approval of Minutes of November 18, 2019 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of November 18, 2019 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, November 18, 2019

On Monday, November 18, 2019, 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 Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, and Pat McDaniel. Councilman Bill Faber was absent. 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 individuals provided comments to the council: Marc Girdler, Sandra Lindberg, Drew Laney, Jacob Jenkins, Jim Spaniol, Dianne Spaniol, Nick Woodruff, Mary Wikoff-Moore, Reed Sutman, Cameron Williams, Sandra Medina, Kathy Minott, and Tim Raycraft.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the November 4, 2019 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business. With no Unfinished Business, Mayor Moore Wolfe called for New Business.

City Manager Wrighton asked Council if they had any questions concerning the Treasurer's Financial Report that was included in the Council packet; Council indicated that they did not have any questions for staff.

2019-200 Ordinance Amending an Ordinance Adopted by the Council of the City of Decatur, Illinois, Macon County, Illinois, on the 17th Day of June, 2019, Providing for the Issuance of not to Exceed \$2,300,000 General Obligation Bonds of said City for Certain Capital Improvements Described in said Ordinance, and Making other Related Changes, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

Mr. Gregg Zientara, Finance Director responded to questions from Council regarding general obligation bonds.

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

R2019-180 Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2020, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2019-181 Resolution Approving and Adopting the 2019-2021 Strategic Priorities, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution and responded to questions from Council.

Mr. Mark Peterson, Gov HR was present to answer questions from Council.

Mr. Mark Girdler, Mr. Reed Sutman and Ms. Sandra Lindberg provided input regarding the Strategic Priorities document.

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

R2019-182 Resolution Authorizing Agreement Between the City of Decatur and Michael D. Deatherage - Portion of Library Parking Lot, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

A motion was made by unanimous consent to amend the Resolution to include waiving the appraisal.

A discussion was held by Council regarding the future use of the property and buffer yard requirements.

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

R2019-183 Resolution Authorizing an Agreement between the City of Decatur and Retail Strategies, LLC, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from council.

Deputy City Manager Jon Kindseth discussed sales tax and use tax.

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

R2019-184 Resolution Authorizing Agreement with Robert Oleson, Project Manager, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

Mr. Ray Lai, Director of Economic and Community Development gave background history on the agreement with Robert Oleson.

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

2019-201 Ordinance Amending B-3 Planned Shopping Center District 1401 West King Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Ordinance and responded to questions from Mr. Reed Sutman.

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

R2019-185 Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Residential Dwellings at 661 W. Center and 1545 N. Taylor, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

Mr. Ray Lai, Director of Economic and Community Development explained that the way in which the properties were bid saved the city over \$33,000.

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

R2019-186 Resolution Authorizing the Execution of an Agreement with Anderson Backhoe Service, Inc. for the Demolition of Vacant Residential Dwellings at 1004 N. College, 1324 N. College and 822 W. Decatur, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

R2019-187 Resolution Authorizing the Execution of an Agreement with AJ'S Custom Contracting, Inc. for the Demolition of Vacant Residential Dwellings at 305 Burtschi, 1544 N. College, 2050 N. Union, 421 S. Maffit and 890 W. Marietta, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

R2019-188 Resolution Authorizing the Execution of an Agreement with Dary Burnett Concrete Contractor Inc. for the Demolition of Vacant Residential Dwellings at 1384 N. Union, 1025 N. Edward, 1290 E. Condit and 1335 N. Church, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton responded to questions from Mr. Drew Laney concerning the future use of the demolished sites.

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

Ordinance Annexing Territory Entirely Surrounded by the City Limits – E. Mound Rd., N. Greenswitch Rd., Cleta St., Carolyn Ave., was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave an overview of the Ordinance.

Mr. Nick Woodruff and Ms. Mary Wikoff-Moore urged council to reconsider annexing the properties.

After a discussion was held by Council, Councilman McDaniel made a motion to table the Ordinance until the December 16th City Council meeting, seconded by Councilman Kuhle.

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

The Ordinance will be placed on the December 16th City Council agenda for consideration, and residents were advised to submit their concerns in writing to the City Manager.

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through AA. and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Kuhle wished to have Item O. removed from the Consent Calendar. The Clerk read items A. through AA, with the exception of O.

Item A. 2019-202 Ordinance Annexing Territory 2463 Baker Lane
Item B. 2019-203 Ordinance Annexing Territory 2490 Baker Lane
Item C. 2019-204 Ordinance Annexing Territory 3098 North Carsons Trace
Item D. 2019-205 Ordinance Annexing Territory 3160 North Carsons Trace
Item E. 2019-206 Ordinance Annexing Territory 3831 West Center Street
Item F. 2019-207 Ordinance Annexing Territory 4118 Dean Drive
Item G. 2019-208 Ordinance Annexing Territory 3312 South Greenview Drive A/K/A 3312 Greenview Drive
Item H. 2019-209 Ordinance Annexing Territory 3331 Greenview Drive
Item I. 2019-210 Ordinance Annexing Territory 3334 Greenview Drive
Item J. 2019-211 Ordinance Annexing Territory 3185 Las Vegas Drive
Item K. 2019-212 Ordinance Annexing Territory 3191 Las Vegas Drive
Item L. 2019-213 Ordinance Annexing Territory 3325 Las Vegas Drive
Item M. 2019-214 Ordinance Annexing Territory 3328 Las Vegas Drive
Item N. 2019-215 Ordinance Annexing Territory 3348 Las Vegas Drive
Item P. 2019-217 Ordinance Annexing Territory 1513 Plainview Street
Item Q. 2019-218 Ordinance Annexing Territory 5440 Rea's Bridge Road
Item R. 2019-219 Ordinance Annexing Territory 2255 Sands Drive
Item S. 2019-220 Ordinance Annexing Territory 4123 North Taylor Avenue
Item T. 2019-221 Ordinance Annexing Territory 3032 North Westlawn Avenue
Item U. 2019-222 Ordinance Annexing Territory 3306 North Westlawn Avenue
Item V. 2019-223 Ordinance Annexing Territory 4154 North Woodlawn Avenue
Item W. 2019-224 Ordinance Annexing Territory 4155 North Woodlawn Avenue
Item X. R2019-189 Resolution Approving Appointment - Plan Commission
Item Y. R2019-190 Resolution Approving Appointment - Human Relations Commission
Item Z. Receiving of Minutes of Boards and Commissions
Item AA. R2019-191 Resolution Authorizing Action Regarding Unsafe Structures

Councilman McDaniel moved Items A. through AA., with the exception of O. be approved by Omnibus Vote; seconded by Councilwoman Gregory, and on call of the roll,

Council members Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2019-216 Item O. Ordinance Annexing Territory 2110 West Pershing Road, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

Mr. Tim Raycraft, representative for David Binder, asked Council to consider tabling the Ordinance due to the owners being unavailable to attend the meeting.

Council held a brief discussion concerning Mr. Raycraft's request.

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

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

With no Other Business, Mayor Moore Wolfe called for a five-minute recess.

Following a five-minute recess, Mayor Moore Wolfe called for Recess to Study Session for a review of the 2020 proposed budget.

City Manager Wrighton gave a brief overview of the following budgets: Human Resources, Legal and Finance and answered questions from council.

Mr. Jim Edwards, Director of IT gave an overview of the IT Department's budget and answered questions from council.

Fire Chief Abbott, along with Deputy Chief Pruitt and Deputy Chief Kline gave an overview of the Fire Department's budget and answered questions from council.

Mr. Ray Lai, Director of Economic and Community Development gave a brief overview of the Economic and Community Development's budget and answered questions from council.

Councilman Walker exited the Council Chamber at 9:20pm and returned at 9:22pm.

City Manager Wrighton and Mr. Gregg Zientara, Director of Finance gave a brief overview of Internal Services.

Councilman Horn exited the Council Chamber at 9:35pm and returned at 9:37pm.

Deputy City Manager Kindseth and Mr. John Williams, Mass Transit Administrator gave a brief overview of the Mass Transit budget and answered questions from council.

Mayor Moore Wolfe asked if any member of the public wished to provide comment.

Mr. Mark Girdler provided input concerning security cameras at the Decatur Public Library and utilizing inmates for trash removal throughout the city.

Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Gregory and on call of the roll, Council members Rodney Walker, Lisa Gregory, David Horn, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Council meeting adjourned at 9:58 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 11/27/2019

MEMO:

TO: Mayor Moore Wolfe and the Decatur City Council

FROM: Scot Wrighton, City Manager

SUBJECT: Public Hearing on the Preliminary FY 2020 City Budget

SUMMARY RECOMMENDATION: It is recommended that the City Council open a public hearing on the preliminary budget, conduct the hearing, and then close the hearing. Notice of the hearing was published. No action on the budget is required at this time. Final adoption is scheduled for December 16.

ATTACHMENTS:

Description	Type
Public Hearing on the Preliminary 2020 City Budget	Cover Memo



City of Decatur, Illinois
2020 Budget
Fund Revenue & Expenditure Summary

Fund	Fund Name	Proposed Budget Period 2020				Ending Fund Balance
		Beginning Fund Balance	Revenue	Expense	Surplus (Deficit)	
10	General Fund	6,600,000	70,500,000	70,300,000	200,000	6,800,000
Special Public Safety Funds						
25	Police State Drug Enforcement	242,000	192,700	321,360	(128,660)	113,340
26	Police DUI Fines & Fees	210,000	120,300	151,000	(30,700)	179,300
27	Police Lab & Programs	210,000	3,300	41,000	(37,700)	172,300
30	Police Federal Drug Enforcement	131,000	85,200	150,000	(64,800)	66,200
32	Fire Grant	-	-	-	-	-
33	Police Capital	-	-	-	-	-
37	Foreign Fire Insurance Tax	100,000	137,000	137,000	-	100,000
39	Police Justice Administrative Grant	-	-	-	-	-
49	Fire Capital	-	-	-	-	-
Total Special Public Safety Funds		893,000	538,500	800,360	(261,860)	631,140
Special Economic Development Funds						
19	TIF Old Towne	3,600	984,960	984,960	-	3,600
20	TIF Southeast Plaza	-	379,106	379,106	-	-
21	TIF Wabash Crossing	646,500	551,409	1,116,000	(564,591)	81,909
23	TIF Eastgate	265,000	308,009	308,009	-	265,000
24	TIF South Side	89,000	28,392	60,200	(31,808)	57,192
28	TIF Pines Shopping	87,600	100,725	100,725	-	87,600
29	TIF Grand & Oakland	164,700	168,243	168,243	-	164,700
Total Economic Development Funds		1,256,400	2,520,844	3,117,243	(596,399)	660,001
Special Community Development Funds						
12	Economic Development	-	-	-	-	-
17	HOME	55,000	1,037,884	1,037,884	-	55,000
18	CDBG	5,000	2,169,815	2,169,815	-	5,000
82	DCDF	137,000	18,000	155,000	(137,000)	-
83	Neighborhood Improvements	-	-	-	-	-
84	Community Revitalization	1,077,000	1,365,000	2,442,000	(1,077,000)	-
Total Community Development Funds		1,274,000	4,590,699	5,804,699	(1,214,000)	60,000
Enterprise Funds						
70	Mass Transit Operations	1,501,000	13,849,521	14,279,708	(430,187)	1,070,813
77	Fiber Optics	59,500	825,975	866,000	(40,025)	19,475
78	Public Works Storm Water	2,618,800	1,710,552	2,363,432	(652,880)	1,965,920
79	Public Works Sewer	7,980,300	11,273,155	14,629,640	(3,356,485)	4,623,815
80	Public Works Water Operating	5,055,500	30,639,302	31,624,183	(984,881)	4,070,619
81	Public Works Water Capital	2,147,400	4,230,000	6,930,186	(2,700,186)	(552,786)
86	Public Works Water Debt Service	12,500,000	-	-	-	12,500,000
88	Recycling	110,000	692,550	657,067	35,483	145,483
89	Water Bond Construction	3,288,547	15,000	3,303,547	(3,288,547)	-
Total Enterprise Funds		35,261,047	63,236,055	74,653,763	(11,417,708)	23,843,339



City of Decatur, Illinois
2020 Budget
Fund Revenue & Expenditure Summary

		Proposed Budget Period 2020				
Fund	Fund Name	Beginning Fund Balance	Revenue	Expense	Surplus (Deficit)	Ending Fund Balance
Internal Service Funds						
34	Building Fund	299,279	1,077,160	1,080,010	(2,850)	296,429
60	Fleet Maintenance	157,900	3,112,580	2,922,902	189,678	347,578
64	Risk Management	1,985,000	3,351,600	3,165,743	185,857	2,170,857
65	Benefit Insurance Fund	2,341,141	11,090,900	11,830,424	(739,524)	1,601,617
Total Internal Service Funds		4,783,320	18,632,240	18,999,079	(366,839)	4,416,481
Capital Project Funds						
42	Local Roads & Streets	1,882,300	1,956,528	2,846,433	(889,905)	992,395
43	2010 Bond Project Construction	-	-	-	-	-
44	2018 Bond Project	6,195,516	65,500	6,261,016	(6,195,516)	-
45	Capital Project	566,560	485,000	1,042,250	(557,250)	9,310
46	State Motor Fuel Tax	1,456,300	10,123,755	10,699,966	(576,211)	880,089
47	Major Moves	-	-	-	-	-
50	Debt Service	1,048,505	2,830,600	2,494,752	335,848	1,384,353
61	Equipment Replacement	805,400	550,100	1,139,653	(589,553)	215,847
Total Capital Project Funds		11,954,581	16,011,483	24,484,070	(8,472,587)	3,481,994
Miscellaneous Funds						
22	DUATS	45,000	349,120	349,120	-	45,000
36	Municipal Band	30,000	96,581	96,581	-	30,000
40	PEG Capital	60,000	79,850	79,397	453	60,453
85	Grants	-	75,000	75,000	-	-
Total Miscellaneous Funds		135,000	600,551	600,098	453	135,453
Automomous Funds						
35	City of Decatur Library	1,378,800	3,992,487	3,985,458	7,029	1,385,829
58	Library Capital	132,500	250,150	250,000	150	132,650
59	Library Trust	200,000	33,000	77,000	(44,000)	156,000
90	Firefighters Pension	72,114,800	10,574,230	9,292,580	1,281,650	73,396,450
91	Police Pension	98,492,500	11,194,777	9,522,476	1,672,301	100,164,801
Total Automomous Funds		172,318,600	26,044,644	23,127,514	2,917,130	175,235,730
Total City of Decatur		234,475,948	202,675,016	221,886,826	(19,211,810)	215,264,138
Less Interfund Transfers			42,304,081	42,304,081		
Net Balances		234,475,948	160,370,935	179,582,745	(19,211,810)	215,264,138

Notes: Inter fund loan to fund JCI energy savings initiative in 2018 from Water Capital Fund 81 to Capital Fund 45

2019 planned loan repayment	1,981,816
2020 budgeted loan repayment	300,000
Loan balance projected at 12/31/2020	300,000
	<u>1,381,816</u>

Financial Management

DATE: 11/24/2019

MEMO: Letter to the Decatur City Council Financial Management Letter 2019 - 14

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Property Tax Levy for AV Year 2019 Pay Tax Year 2020

SUMMARY RECOMMENDATION:

City Staff recommends City Council approval of the Property Tax Levy Ordinance and the series of Property Tax Abatement Ordinances that follow. The tax levy presented herewith, is the same tax levy as presented to and approved by City Council in Council Resolution R2019-169, Resolution Estimating Amounts Necessary to be Raised by the 2019 Tax Levy, adopted by City Council on November 4, 2019.

BACKGROUND:

The proposed tax levy ordinance reflects the previously adopted November 2019 resolution on the tax levy, as well as direction from the City Council during their August study session where property tax strategies were discussed. Although the city's aggregate equalized assessed valuation continues to change, the goal of the City Council this year was to adjust the property tax rate sufficiently to capture tax revenue from new construction, higher valuations and new annexation---and not increase taxes on properties where there were no changes in valuation and no new construction since the previous year.

Of course, the City Council's actions to "hold-the-line" on the property tax levy only pertains only to the 16 to 17 percent of the total tax levy that the city controls. Because of the large number of overlapping local taxing jurisdictions in Macon County, the overall property tax burden (from all taxing jurisdictions together) remains high.

The nine (9) tax abatement ordinances on the agenda following the tax levy ordinance are further evidence of the City Council's efforts to limit the negative impact of high property taxes. Many of the debt instruments issued by the city since 2010 have been "alternative revenue bonds." This means that they are General Obligation (GO) bonds that pledge the full faith and credit of the city to pay (if necessary by tax levy), but for which the City Council identified an "alternative" revenue source. So long as there is an alternative revenue source, the tax levy required to service the bonds is not extended. But the City Council must act

every year to abate the taxes that would otherwise be extended to the tax levy. It is worth the extra effort for the council to annually abate these levies because if the city had issued non-GO bonds pledging only the alternative revenue source, the bonds would attract a higher interest rate.

ATTACHMENTS:

Description	Type
Council Letter	Cover Memo
Ordinance	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
Letter #2019 - 14

DATE: November 24, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Property Tax Levy for AV Year 2019 Pay Tax Year 2020

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached series of Ordinances, which set the property tax levy for the City of Decatur for assessed value year 2019 pay tax year 2020 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.

The tax levy presented herewith, is the same tax levy as presented to and approved by City Council in Council Resolution R2019-169, Resolution Estimating Amounts Necessary to be Raised by the 2019 Tax Levy, adopted by the City Council on November 4, 2019.

This tax levy and tax abatements will be used by County Officials to calculate the tax extensions to appear on property tax bills issued to property owners in calendar year 2020 for tax due in calendar year 2020.

The property tax levy presented in the ordinance for Council consideration is \$26,891,809.52 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.

Tax Abatement Ordinances included amount to \$12,704,809.52 of general obligation debt service tax abatement.

The resulting net tax levy after abatement is \$14,187,000.00, with comparison as follows to the prior year tax levy:

\$ (whole)	Tax levy	Tax Abatement(s)	Net Tax Levy
2019 Tax Levy	26,891,809.52	12,704,809.52	14,187,000.00
2018 Tax Levy extended	26,836,259.21	12,959,062.28	13,877,252.61

The 2019 tax levy presented herewith reflects an increase of 2.2% versus the 2018 tax levy. The increase is the result of anticipated assessed value gain and the resultant property tax revenue from annexations affected by council action in 2019.

POTENTIAL OBJECTION:

There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Upon adoption of the City property tax levy, the City Clerk will file a certified copy with the Macon County Clerk, who shall use such certified property tax levy in the extension of property tax bills to be prepared and issued to property owners in calendar year 2020 with tax payable in calendar year 2020

ORDINANCE NO. 2019-

**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, 2020 AND ENDING DECEMBER 31, 2020**

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 2019 and with tax payable in calendar year 2020.

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 of 2020, and ending on the 31st day of December, 2020, the sum of Twenty-Six Million, Eight Hundred Ninety One Thousand, Eight Hundred and Nine Dollars and Fifty Two Cents (\$26,891,809.52) 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 Twelve Million, Seven Hundred and Four Thousand, Eight Hundred and Nine Dollars and Fifty Two Cents (\$12,704,809.52) resulting in a Net Tax Levy of Fourteen Million, One Hundred Eighty Seven Thousand Dollars and Zero Cents (\$14,187,000.00).

	Tax Levy \$	Abate \$	Net Tax Levy \$
Decatur General Purpose	-		-
Decatur Police Pension	4,000,000.00		4,000,000.00
Decatur Firefighter Pension	5,100,000.00		5,100,000.00
Decatur Public Library	2,900,000.00		2,900,000.00
Decatur Municipal Band	65,000.00		65,000.00
GO Bond 2010 Series A	544,700.00	381,792.00	162,908.00
GO Bond 2010 Series B	2,552,248.76	2,552,248.76	-
GO Bond 2010 Series C	273,600.00	136,800.00	136,800.00
GO Bond 2012	753,862.50		753,862.50
GO Bond 2013	1,861,350.00	1,861,350.00	-
GO Bond 2014	1,873,237.50	1,873,237.50	-
GO Bond 2015	1,756,375.00	1,756,375.00	-

GO Bond 2016	1,740,756.26	1,740,756.26	-
GO Bond 2017	1,128,000.00	1,128,000.00	-
GO Bond 2018	2,066,200.00	1,274,250.00	791,950.00
GO Bond 2019	276,479.50	-	276,479.50
Total Tax Levy	26,891,809.52	12,704,809.52	14,187,000.00

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

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

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

PRESENTED, ADOPTED AND RECORDED this 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2010 SERIES A 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 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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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 A 2010	544,700.00	381,791.00	162,908.00

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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

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

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020 be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2010-79 GO Bond Series B 2010	2,552,248.76	2,552,248.76	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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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	273,600.00	136,800.00	136,800.00

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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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	1,861,350.00	1,861,350.00	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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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	1,873,237.50	1,873,237.50	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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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	1,756,375.00	1,756,375.00	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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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	1,740,756.26	1,740,756.26	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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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	1,128,000.00	1,128,000.00	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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ATTACHMENTS:

Description

Ordinance

Type

Cover Memo

ORDINANCE NO. 2019-

**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, 2020 and ending December 31, 2020.

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, 2020 and ending December 31, 2020, 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	2,066,200.00	1,274,250.00	791,950.00

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 2019 assessed value year with property tax payable in 2020.

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 2nd day of December 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Public Works

DATE: 11/5/2019

MEMO: 2018-34

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving an Agreement with CDM Smith for Professional Engineering Services for the Water Utility Long-Term Sustainability Plan, City Project 2018-34

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to a professional engineering services agreement between the City of Decatur and CDM Smith, to provide professional services for the City of Decatur Water Utility Long Term Sustainability Plan, for a fee not to exceed \$428,331.

BACKGROUND:

The City of Decatur Water Utility provides water treatment, storage, and delivery of potable water to the City of Decatur, Mt. Zion, Industrial and Commercial facilities and is an emergency supply for Long Creek and Harristown. The above ground asset replacement cost was estimated at over 200 million in 2017, not including the investment to dredge Lake Decatur. The City also owns over 500 miles of watermain, with diameters ranging from 6" to 48".

The Water Utility assets include:

- Lake Decatur and upper Sangamon River Watershed
- Lake Decatur Dam and Raw Water Pumping Station
- South Water Treatment Plant
- Lime Sludge Settling Lagoons
- Elevated and Ground Storage Tanks
- Booster Pump Stations
- Dewitt County Well Field
- Oakley Sediment Basin
- Distribution System

The Water Utility does not currently have a comprehensive Long-Term Sustainability Plan for all assets. Such a plan will allow the city to plan more accurately for its water system capital improvements the next 30 years.

Request for Qualification and Proposals

The City advertised as a request for qualifications and proposals on July 18, 2018 and received five proposals from qualified firms. The City short listed AECOM, Strand and CDM Smith for interviews and selected CDM Smith as the most qualified firm to negotiate the scope of services.

Engineering Services Agreement

The Long-Term Sustainability Plan will assess the condition of the utility and identify risks that could impair the production of potable water for the system's customers. The plan will also evaluate the utility's revenue stream to support a 30-year long-term Capital Improvement Plan (CIP). The CIP will include and prioritize the recommendations proposed in the Water System Master Plan Update – prepared by Strand and Associates, the Additional Water Supply Plan by Intera, Inc. and the proposed Lake Decatur Watershed Management Plan.

The scope of services for the plan includes:

1. Historical Data Collection and Review
2. Review of Operational Cost, Water Usage and Debt Payments
3. Above Ground Asset Inventory and Condition Assessment
4. Water Quality and Treatment Evaluation and Regulatory Review
5. Buried Asset Evaluation and Condition Assessment
6. Sustainability Plan Development and Review
7. America's Water Infrastructure Act of 2018 (AWIA) Risk and Resilience Assessment
8. *America's Water Infrastructure Act of 2018 (AWIA) Emergency Response Plan (ERP) – Future Phase*

Scope Items 7 and 8 are included within the scope of services due to new federal legislation signed into law on October 23, 2018. The America's Water Infrastructure Act of 2018 (AWIA), requires water systems of our size to complete a risk and resilience assessment by December 31, 2020 and an emergency response plan by June 30, 2021. The AWIA and the Sustainability Plan require similar investigation which provides the opportunity to complete under one effort. Task 8, the preparation of an Emergency Response Plan, will be added in at a future date in the form of a change order, once the risk and resilience assessment is nearing completion.

PRIOR COUNCIL ACTION:

This work is budgeted in the 2019 and 2020 Capital Improvement Plan which was discussed with the City Council.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

CDM Smith

LEGAL REVIEW: The proposed Agreement was approved by the Legal Department.

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

BUDGET/TIME IMPLICATIONS:

SCHEDULE: Work will start in December with the final report submitted in December of 2020.

Budget Impact: The proposed engineering services agreement with CDM Smith is for a cost of \$428,331. Funding for this project is allocated in the Water Fund.

Staffing Impact: Staff time is allocated to manage and review.

COPY:

Amrou Atassi, CDM Smith

Randy Miller, Water Services Manager

Keith Alexander, Water Production Manager

ATTACHMENTS:

Description	Type
Resolution with PSA exhibit A	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH
CDM SMITH FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE WATER UTILITY LONG-TERM SUSTAINABILITY PLAN
CITY PROJECT 2018-34**

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

Section 1. That the Professional Engineering Services Agreement for the Water Utility Long-Term Sustainability Plan, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and CDM Smith be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and CDM Smith for a fee not to exceed \$428,331.

PRESENTED and ADOPTED this 2nd day of December 2019.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

EXHIBIT A

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

CITY OF DECATUR WATER UTILITY LONG TERM SUSTAINABILITY PLAN CITY PROJECT 2018-34

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

CDM SMITH
125 SOUTH WACKER DRIVE, SUITE 700

_____,
("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 CHANGE ORDERS. 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 Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including 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 compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

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 coverage being reduced or restricted, 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.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the 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. 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 F an amount based on Direct Labor Costs times 3.1 for services rendered by principals and employees assigned to the Project.

Direct 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; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct 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 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. 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. 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. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the 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. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. 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 Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by 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 _____, 2019

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By:  _____

Amrou Atassi, PE, PMP, BCEE
Vice President

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages “A-1”, “A-2” and so on.

Exhibit A - Decatur Water Utility Long-term Sustainability Plan Scope of Work and Fee

CDM Smith's scope of work for the Utility Long-term Sustainability Plan is described herein. The scope of work is broken into nine (9) main tasks consisting of project management activities, data collection and review, water plant and pump station assessment, regulatory review and water quality evaluation, distribution system evaluation and assessment, staff benchmarking, water master plan development, and America's Water Infrastructure Act (AWIA) risk and resilience assessment.

The objective of the plan is to develop a 30-year capital improvement program to meet water demands, infrastructure resiliency and regulatory compliance in a cost-effective manner.

Task 1: Meetings and Project Management Activities

The objective of this task is to assure the Project is delivered to the expectations of the Utility. Activities to be included as part of the project management task include:

1. **Communications and Project Management Plan.** CDM Smith will prepare a Communications and Project Management Plan to include procedures and protocols that will support effective coordination of the CDM Smith Project Team.
2. **Project Team SharePoint Site.** CDM Smith will establish and maintain an electronic SharePoint site incorporating meeting agendas, summaries, outstanding issues list, frozen issues list, draft and final project deliverables, and other items.
3. **Project Quality Control Plan.** Prepare Quality Control Plan and establish Quality Assurance (QA) process that includes all activities to ensure that the Quality Control (QC) process for the Project is being followed. The following are key tenets of CDM Smith's quality process:
 - Develop Project-specific QC processes that conform to CDM Smith and the Utility's standards with a schedule for their completion
 - Obtain consensus from all team members
 - Build time into the Project schedule to allow for corrections, back-checks, and quality assurance reviews of all final deliverables
4. **Project Quality Management and Kickoff Workshop.** Conduct a Project Quality Management (PQM) and Kickoff Workshop, to develop a deep understanding of the Project challenges and a sense of teamwork and commitment to Project success. The PQM Workshop will concern:
 - Setting goals
 - Establishing critical success factors
 - Clarifying responsibilities
 - Anticipating difficulties and managing risks (e.g., confined space, lead and asbestos, unforeseen site conditions), all of which will contribute to a successful Project.

5. **Internal Coordination Meetings.** Conduct internal coordination meetings with CDM Smith Project Team to enhance communication throughout the Project. Internal coordination meetings will be conducted as necessary within each phase of the Project to accomplish this goal. This task includes preparing meeting materials as necessary to support such meetings, and preparing meeting summaries and action item lists as required.
6. **Monthly Reporting and Project Administration.** Prepare monthly status reports of Project progress, expenditures to date, cost-to-budget information, and submit in conjunction with monthly services invoice. Project coordination meetings/conference calls, in addition to the workshops described below, will be held on a monthly basis throughout the Project with the Utility management team. The Project work plan will include a schedule with specific Project milestones needed to meet the requirements of this Scope of Work.
7. **Project Schedule.** In order to conduct this Project in a manner consistent with the Utility's objectives, the CDM Smith Project Team will develop a schedule. The efforts under this scope of work will be conducted to meet milestones that will be outlined in the Project management plan and a Draft Project schedule will be submitted at the Project Quality Management and Kick-off Workshop. Once the Project schedule is established, it will be maintained throughout the Project to reflect actual progress and will include any changes requested by the Utility management team.

Task 2: Data Collection and Review

The purpose of this task is to request, collect and review data that will be required in the completion of Tasks 3 through 6, and Task 9, below. CDM Smith will prepare a data request memorandum outlining the financial (including financial projection model(s)), operational, customer and technical data needs to complete the project. Once the data is provided by the Utility, CDM Smith will review the data to determine how it will be used in each of the subsequent tasks. This includes a review of existing reports and system improvements completed by the Utility. Operational, water quality, and other relevant data will be provided electronically by the Utility. For Task 9, the Utility will be asked to share previous vulnerability assessments and emergency response plans.

Task 3: Review of Operational Cost, Water Usage, and Debt Payments

The purpose of this task is to review operational costs, water usage records, and other information critical to the completion of the long-term sustainability plan. CDM will review the financial and customer information supplied under Task 2 to understand the current financial status of the utility and the capability to undertake additional capital projects. Activities in this task will include:

- Reviewing data and holding follow-up questions as necessary to resolve any questions we may have regarding the data.
- Developing a long-term (20 to 30 years) financial projection model incorporating the Utility's current financial model to the extent practicable. The financial model will be structured to assess the impact of alternative CIP plans and schedules as well as economic and financial assumptions.

- Projecting long-term revenue requirements for up to three alternative CIP approaches.
- Preparing a technical memorandum or report section summarizing the results of the financial evaluation.
- Preparing documentation and training, if desired, on the financial model to enable the Utility to continue to use it for its short- and long-term financial planning and evaluation.

Task 4: Water Plant, Storage and Pump Station Asset Inventory and Condition Assessment

Task 4-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the water plant and pump station assessment. The purpose of this workshop will be to review the data collected in Task 2, determine the level of service expected to be provided by the Utility, outline CDM Smith's approach for evaluating the water treatment plants and pump stations, develop a criticality matrix and condition assessment matrix, and finalize the workplan for this Task jointly with the Utility.

Task 4-2: Condition Assessment

CDM Smith will perform condition assessments and condition evaluations of the following items:

- Water Treatment Plant including all processes and equipment
- Raw Water Pump Station
- South Booster Pump Station
- Lake Decatur Dam and Lake Decatur (review previous reports only)
- Lime Sludge Lagoons
- Dewitt County Well Field (review previous reports and incorporate findings from Interra Study only)
- Three Elevated Storage Tanks (review previous reports only)
- William Street Reservoir and Pump Station
- Meters including meter telemetry system
- Bulk water purchase stations

The condition assessments will consist of non-destructive visual assessment methods and discussions with water treatment plant and pump stations operations and maintenance staff to determine the condition of the equipment. The items above will be assessed in terms of:

- Physical condition (based on visual observations)
- Performance (based on visual observations, existing maintenance records, input from staff)
- Operation and maintenance issues (based on review of existing maintenance records). CDM Smith will interview plant operations and maintenance staff to obtain their input on systems or components that are in need of repair or replacement or have performance or capacity issues.
- Age of equipment and structures in comparison to anticipated normal useful life for similar facilities.

The assessment will include process/mechanical, structural, architectural, building mechanical, electrical, civil/site, and instrumentation review. CDM Smith will also complete a security review relative to physical security at each site.

The structural assessment of storage facilities will be as follows:

- CDM Smith structural engineer will enter the finished water clearwell at the Plant for a structural assessment assuming the Utility is able to completely drain for inspection.
- No physical inspection included for the Finished Water Reservoir or distribution system elevated tanks, but recent or previous reports as provided by the Utility will be reviewed and recommendations will be incorporated into the CIP.

In addition to the above, CDM Smith will review current cyber security measures implemented at the Plant and provide recommendations for improvements.

Task 4-3: Determine Recommended Improvements

CDM Smith will develop a list of potential improvements identified from the condition assessments and hydraulic capacity analysis. The list of potential improvements will be summarized, including the following:

- Definition of the problem, impact on operations and associated recommended fix.
- Assessment of level of priority.
- Area of review (structural, process, etc.)
- Definition of functional category.

Task 4-4: Pump Performance Testing

CDM Smith will coordinate with Utility staff to complete pump performance tests to include flow, head, and power (where feasible) measurements to evaluate the performance and deviations from the manufacturer's curves. Pump testing will be completed for Low Service, High Service, William Street Pump Station. The South Booster Pump Station will not be tested. Completion of this task assumes that the Utility can throttle the pumps with a downstream valve.

The existing hydraulic model developed by the Utility and used by CDM Smith in Task 6 can be updated with these results prior to the distribution system evaluation.

For the purpose of fee estimate, the following is assumed:

- CDM Smith assumes one pump test will be conducted for each size and type of pump at each facility (i.e. if there are three pumps with same size, type, and relatively same age; one pump will be tested).
- CDM Smith assumes that existing flow and pressure readings currently available will be utilized for the testing. The Utility will provide a licensed electrician to assist with power metering, including voltage and amps. No vendors will be retained to provide instruments or support for the testing.

It is assumed that existing pumps can withstand a pump test and that valves can be throttled to allow multiple points of testing. It is also assumed that the Utility will perform the pump and valve operation during testing.

Task 4-5: Cost Estimating

CDM Smith will provide an opinion of probable construction cost (OPCC) for the water treatment plant and pump station improvements recommended above. The OPCC provided will be an order-of-magnitude estimate as defined by the American Association of Cost Engineers with an expected accuracy within 50% above and 30% below the actual construction costs. All OPCCs will be provided in “today’s dollars” at the time the technical memorandum is published.

Task 4-6: Prepare Draft Technical Memorandum

CDM Smith will prepare a draft technical memorandum describing the findings from Tasks 4-1 through 4-5 above. The memorandum will be written in a format that allows the final version to be easily incorporated in to the final Water Master Plan as described below in Task 8-1.

Task 4-7: Workshop

CDM Smith will conduct a workshop with Utility staff to review the findings and recommendations related to the water treatment plant and pump stations. Minutes from the workshop will be prepared by CDM Smith and submitted to the Utility. The feedback received in the meeting will be used to finalize this Section of the draft Water Master Plan.

Task 5: Regulatory Review and Water Quality Evaluation

Task 5-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the regulatory review and water quality evaluation. The purpose of this workshop will be to review the data collected in Task 2, and determine the level of service expected to be provided by the Utility, outline CDM Smith’s approach for evaluating future regulations and water quality, and finalize the workplan for this Task jointly with the Utility.

Task 5-2: Water Quality Review

CDM Smith will perform a review of the Utility’s water quality, including:

- Current surface water sources (Lake Decatur)
- Future groundwater sources (coordinate with Interra on water quality for the new wellfield)
- Finished water quality

This purpose of this subtask is to provide an understanding of the potential treatment challenges faced at the water treatment plant to assist in development of potential future treatment strategies and alternatives.

Task 5-3: Regulatory Review (Current and Future)

CDM Smith will provide a regulatory assessment for the Utility’s water system and the impact of potential future regulations on the water system. The review will consist of a summary of current and potential future regulations, as well as an assessment of the Utility’s ability to comply with the regulations.

Task 5-4: Treatment Strategies and Alternatives

CDM Smith will develop a series of potential treatment strategies and alternatives to address the water quality challenges facing the Utility. Potential areas to be evaluated:

- Process optimization
- Evaluate the blending of existing surface water supplies with the new ground water source (efforts related to treatment of groundwater sources is assumed to be developed by the Interra Study – this effort is limited to coordination)
- Expansion of the water treatment plant versus rehabilitation of aging facilities.
- Disinfection by-products

As part of this task, CDM Smith will develop conceptual layouts for up to three treatment alternatives to address the above water quality challenges. Comparison level cost estimates will be developed for the three alternatives. As part of this task, CDM Smith will evaluate the need for the addition of Claricones at the WTP.

Task 5-5: Workshop

CDM Smith will conduct a workshop with Utility staff to review the findings and recommendations related to the treatment technologies and process changes. Minutes from the workshop will be prepared by CDM Smith and submitted to the Utility. The feedback received in the meeting will be used to finalize this Section in the draft Water Master Plan.

Task 5-6: Prepare Draft Technical Memorandum

CDM Smith will prepare a draft technical memorandum describing the findings from Tasks 5-1 through 5-4 above. The memorandum will be written in a format that allows the final version to be easily incorporated in to the final Water Master Plan as described below in Task 8-1.

Task 6: Distribution System Evaluation and Assessment

Task 6-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the distribution system evaluation and assessment. The purpose of this workshop will be to review the data collected in Task 2, determine the level of service expected to be provided by the Utility, select water demand scenarios to examine, outline CDM Smith's approach for evaluating the distribution system, and finalize the workplan for this Task jointly with the Utility.

Task 6-2: Limited Assessment and Analysis of Distribution System

CDM Smith will provide a limited assessment of the existing distribution system using the Utility's existing, calibrated hydraulic model to identify any potential deficiencies within the system. Potential deficiencies may be related to system pressures, fire flows and water age at the different water demand scenarios and level of service expectations discussed in Task 6-1. Work to be performed under this subtask includes:

- Conducting hydraulic model simulations for average day flow, maximum day flows, peak hourly flows, and provide results with GIS maps with contours for the following (up to five model scenarios are included in the fee development):
 - Residual pressure
 - Available fire flows
 - Water age
- Identify any deficiencies in the distribution system related to pressures, fire flows, water age at the different water demand scenarios based upon the established level of service.
- Identify operational improvements for system optimization and energy efficiency, such as pump operation.
- Simulate system improvements in the model to correct the deficiencies identified above.

For this Task, CDM Smith assumes that the model is complete and calibrated and ready for use. In addition, it is assumed that water demands, and pump operational scenarios are included in the model. CDM Smith's efforts are limited to model simulations based on the established modeling scenarios. The hours noted in Exhibit A.1 for this Task reflect the assumed level of effort. If additional modeling effort is required, an amendment to this Contract will be required.

Task 6-3: Distribution System Storage Analysis

CDM Smith will evaluate the distribution system water storage needs based upon:

- Emergency storage
- Fire flow storage
- Operational storage to address diurnal flow changes

The storage evaluation will be included in Task 6-7 below. If additional storage is recommended, CDM Smith will provide information on the optimum location for the additional storage, volume, and type of storage (elevated, ground, etc.). Review the need for the proposed SWTP Reservoir.

Based on the tank inspection reports and flow data provided by the Utility, CDM Smith can identify if potential water loss exists at the existing ground storage facilities.

Task 6-4: Develop a Watermain Rehabilitation and Replacement Program

In order to prioritize capital investment, CDM Smith will develop a watermain rehabilitation and replacement program as described below.

- Utilize the existing GIS data with Utility piping and develop database with pipe information including diameter, length, age, material type, history of main breaks, soil conditions, and other critical condition information.
- Use the hydraulic model to conduct a criticality analysis (critical customers served by pipe, flow, velocity, etc.)
- Use the GIS database to conduct water main risk analysis/prioritization based on condition and criticality information to prioritize water main replacement and identify pipes needing rehab or replacement.
- Develop a list of water mains to be rehabbed or replacement for 5, 10 , 20, and 30 years.
- Review rehabilitation and replacement technology.

Task 6-5: Distribution System Water Quality

CDM Smith will examine water quality in the distribution system related to water age, chlorine residual, potential disinfection by-product formation, nitrification, disinfection by products, and other issues. If any water quality issues are identified, CDM Smith will include recommendations on potential system improvements as part of the master plan. This effort is limited to a desktop analysis and review of recent studies and reports completed by the Utility.

Task 6-6: Cost Estimating

CDM Smith will provide an OPCC for the distribution system improvements recommended. The OPCC provided will be an order-of-magnitude estimate as defined by the American Association of Cost Engineers with an expected accuracy within 50% above and 30% below the actual construction costs. All OPCCs will be provided in “today’s dollars” at the time the technical memorandum is published.

Task 6-7: Prepare Draft Technical Memorandum

CDM Smith will prepare a draft technical memorandum describing the findings from Tasks 6-1 through 6-6 above. The memorandum will be written in a format that allows the final version to be easily incorporated in to the final Water Master Plan as described below in Task 8-1.

The memorandum will also include recommendations for the following distribution system related items to be implemented by the Utility in the future:

- Valve exercise program
- Hydrant exercise or replacement program
- Leak detection/water loss program
- Metering assessment program and metering improvements
- Lead service line replacement program

Task 6-8: Workshop

CDM Smith will conduct a workshop with Utility staff to review the findings and recommendations related to the water distribution system. Minutes from the workshop will be prepared by CDM Smith and submitted to the Utility. The feedback received in the meeting will be used to finalize this Section in the draft Water Master Plan.

Task 7: Contingency or Additional Tasks/Services

This task allows the Utility to direct CDM Smith to complete additional evaluations. This task is treated as a contingency task for a not-to-exceed amount of \$15,000 to be used at the Utility’s discretion.

Task 8: Long-term Sustainability Plan Development

The purpose of Task 8 is to develop, review and finalize the Water Infrastructure Master Plan. The subtasks associated with Task 8 are the following:

Task 8-1: Prepare Draft Water Sustainability/Master Plan

CDM Smith will prepare a draft plan that documents the results of Tasks 2 through 7. The format of the report is expected to be the following:

- Section 1 – Executive Summary
- Section 2 – Introduction
- Section 3 – Water Supply and Demand
- Section 4 – Financial Assessment
- Section 5 – Water Quality and Regulatory Review
- Section 6 – Water Treatment Plant, Storage and Pump Station Assessment
- Section 7 – Distribution System Evaluation and Assessment
- Section 8 – Water Infrastructure Capital Improvement Plan

The Long-term Sustainability Plan Report will also reference other ongoing studies. The Draft Plan Report will be provided in an electronic format.

Task 8-2: Workshop

CDM Smith will conduct a workshop with Utility staff to review the findings and capital improvement plan developed in Task 8-1. Minutes from the workshop will be prepared by CDM Smith and submitted to the Utility.

Task 8-3: Finalize Long-term Sustainability Plan

CDM Smith will finalize and submit the Long-term Sustainability Plan based upon comments received during the workshop conducted as part of Task 8-2. Five hard copies of the Plan Report will be provided in addition to an electronic copy.

Task 8-4: Long-term Sustainability Plan City Council Presentation

CDM Smith will prepare a PowerPoint Presentation for Staff's review and present the Water Long-term Sustainability Plan to City Council.

Task 9: AWIA Risk and Resilience Assessment

A new federal legislative requirement to America's Water Infrastructure Act of 2018 (AWIA) was signed into law on October 23, 2018, called the Community Water System Risk and Resilience Act (Act). This new Act is more broad than other assessments related to risks and resilience, and specifically calls out the risks of "natural hazards" that have not been assessed by all utilities in the past under previously required vulnerability assessments. The AWIA encompasses:

- Pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems;
- Monitoring practices;
- Financial infrastructure (such as billing mechanisms);
- Use, storage or handling of chemicals;

- Operation and maintenance; and
- May include capital and operational needs for risk management

As part of this task, CDM Smith will facilitate one (1) workshop (to be conducted over a one (1) day period) with Utility staff across the water treatment, pumping, distribution, and other units to qualitatively conduct the initial risk and resilience assessment. The workshop is anticipated to take place after the initial threat characterization is completed. The deliverable from this workshop is a populated risk matrix for hazards and critical assets (with a focus on above-ground assets) which will provide the basis for creation of the threat-asset pairs as defined in the AWWA J100 Guidance Document.

Assets may be categorized into broad groups as necessary to move the discussion forward. Stakeholder workshops provide an efficient method to gather institutional knowledge about hazards, risks, and resilience from stakeholders by:

- Understanding connections between ongoing issues and challenges, hazards, and current plans or actions
- Identifying vulnerabilities to inform the risk and resilience profiles for the threat-asset pairs under J100
- Developing and prioritizing actions to improve resilience that inform the Emergency Response Plan

The J100 guidance recommends that a core team of individuals collaborate at these workshops, including members from security, safety, treatment/distribution, O&M, engineering, and information technology (IT). Additional stakeholders may include legal, human resources (HR), customer service, finance, laboratory, and local first responders.

CDM Smith proposes modifying the assets to match categories required under the AWIA (such as pipes and constructed conveyances, physical barriers, source water, etc.). The hazards analysis will include the following hazards (or threats):

- Malicious acts
- Natural hazards
- Accidental/intentional (source to finished) water contamination
- Vandalism and tampering of storage/pumping facilities
- Distribution system incursions
- Facility intrusions
- Employee assaults/threats/pandemic
- Drone/other physical attacks

- Cyber threats

In preparation for the workshop, CDM Smith will conduct an initial threat characterization to identify threats to the water system from a comprehensive hazards list of malicious acts and natural hazards from the J100 Appendix E guidance, EPA, and additional threats as identified by the Utility. The J100 guidance is selective in order to produce high net benefit options for reducing risk and improving resilience. During the initial asset characterization stage, the following will be performed:

- Identification and evaluation of critical assets, mission-critical functions, and supporting infrastructure and evaluation if there have been changes to the system that warrant an update to the critical asset list.
- Identification of the critical internal and external supporting infrastructure which will likely include the following: Operations & Maintenance, Monitoring Practices (new), and Financial Infrastructure (new). This includes identifying any existing protective countermeasures and mitigation measures/features.

CDM Smith will then conduct the formal Risk and Resilience Assessment. This may be conducted within the GIS/asset management database where possible or as a desktop exercise within Microsoft Excel. The final product will include a report with an executive summary of the methods and results. This process will follow the RAMCAP method in the AWWA J100 guidance. The specific tasks to conduct the assessment are as follows:

1. Finalize the asset and threat characterizations based on the Utility's priorities and the findings from previous tasks to identify, rank, and record the Utility's critical assets. The goal of this is to determine the critical and high-consequence facilities/assets and the high threat-likelihoods. These determine the "threat-asset pairs" which are the focus of the risk and resilience assessment. CDM Smith will use input from the workshops (conducted as part of previous tasks) and data review to ensure that medium-consequence or likelihood threat-asset pairs are also included, as appropriate. The high-priority threat-asset pairs will move on to the consequence analysis, Vulnerability Assessment, and Threat Analysis stages described below.
2. In order to conduct the Consequence, Vulnerability, and Threat Calculations for high-priority threat-asset pairs, the following will be performed:
 - **Consequence Analysis:** Develop and refine consequence metrics or criteria (such as financial, casualties, loss of revenue, or regional economic impact). The RAMCAP methodology is used to define ranges of consequence and analyze based on the consequence metrics for each threat-asset following the RAMCAP process and are measured in dollars.
 - **Vulnerability assessment:** For each critical threat-asset pair the vulnerability is determined by estimating the likelihood of an occurrence to the "all-hazards" threat. The output of a vulnerability analysis to malevolent incidents is the likelihood of success of the adversary for each specified attack scenario on each threat-asset pair, given that the attack is carried out. The parallel concept for natural hazards is the likelihood that the hazard will produce the consequences already estimated, given that the hazard occurs. This is expressed in a

numerical value from zero (the threat is unlikely to occur and produce the consequence) to one (the threat is very likely to occur and produce the consequence).

- **Threat Likelihood Analysis:** Conduct the threat analysis using the AWA J100 guidance to estimate the likelihood or frequency of malevolent threats using the proxy measure, best estimate, or conditional assignment and the probability of natural hazards and likelihood of dependency or proximity hazards. This is expressed in a numerical value from nearly zero (the threat is unlikely to occur) to one (the threat is certain to occur).

3. In order to conduct the Risk and Resilience Analysis, the following will be performed:

- Calculate risk for each threat–asset pair as the product of the results from Consequence Analysis, Vulnerability Analysis, and Threat Analysis, using the following equation:

$$\text{Risk} = \text{Consequences} \times \text{Vulnerability} \times \text{Threat Likelihood} = C \times V \times T$$

- Create the Utility Resilience Index (URI) as outlined in J100 as:

Operational – These indicators reflect the tactical capacity of the Utility to react quickly and/or cope with various incidents that have the potential to disrupt services.

Financial – These indicators reflect the fiscal capacity of the Utility and supporting community to react quickly and/or cope with various incidents that have the potential to disrupt revenue.

- Each of these indicators are numerical values from zero (not resilient) to one (highly resilient) designed to reflect the resilience of the Utility as a whole.
4. The methodology, findings, costs, and recommendations of the Risk and Resilience process will be documented in a report format, including an executive summary. An electronic copy of the draft Risk and Resilience Analysis Report will be provided to the Utility for review. CDM Smith will meet with the Utility to review this draft report. CDM Smith will incorporate written comments on this draft report into a final Risk and Resilience Assessment Report. The final submittal will include five hardcopies of the report in addition to raw electronic files of the final deliverable.
5. Certify the Risk and Resilience Assessment: CDM Smith will assist the Utility in completing the EPA certification process as needed. The certification details are available from EPA and require the water system name, PWSID#, the date certified, and a statement from the utility that it has conducted, reviewed, (and revised as needed), the Risk and Resilience Assessment.

For Task 9, CDM Smith's services do not include any type of audit requiring CDM Smith to sample or test or otherwise validate the technical information provided in the Risk Assessment. CDM Smith's services do not include actual remediation of any compliance/security gaps.

It is acknowledged and agreed that the Performance of a Risk Assessment will not address or eliminate all risk to the water system from natural hazards or malevolent acts. It is also acknowledged and agreed that managing the security of information technology and operational technology systems (including hardware and software) is a continuously evolving endeavor. New threats arise every day as malicious actors are continuously developing new strategies to defeat existing security systems and gain both physical and electronic access to systems. No security system exists that can protect against all intrusion. The parties acknowledge and agree that any deficiencies or weaknesses in the water facilities identified by CDM Smith and the implementation of any recommended changes is meant to reduce vulnerability thereby decreasing overall risk but will not eliminate the risk entirely.

The Emergency Response Plan (ERP) is not included in this Scope of Work and will be added as an amendment to this Contract after CDM Smith and the Utility have had a chance to complete the Risk Assessment and review current emergency response plans completed by the City and Utility.

Exhibit A.1
Cost for Engineering Services
Decatur Water Utility
Long-Term Sustainability Plan

	Category	Project Director	Project Manager	Water Treatment Task Leader	Distribution Task Leader	Senior Technical Reviewer	Senior Engineer	Professional Engineer	Engineer II	Drafter/GIS	Accounting	Clerical	Cost Estimator	Total Hours	Subtotal: CDM Labor Cost	Other Direct Cost	Outside Professionals	Total Cost
1	Meetings and Project Management Activities																	
1.1	Project Management	4	40	-	-	-	-	-	-	-	24	8	-	76	\$13,196	\$500		\$13,700
1.2	Project Quality Management and Kickoff Workshop	8	20	4	4	4	-	8	4	-	-	-	-	52	\$10,823	\$1,000		\$11,800
	Total: Meetings and Project Management Activities	12	60	4	4	4	-	8	4	-	24	8	-	128	\$24,000	\$1,500	\$0	\$25,500
2	Data Collection and Review																	
2.1	Financial Projection Model, Operational and Other Data		1			2	8	4	8	-	-	-	-	23	\$3,721	\$50		\$3,771
2.2	Water Plant, Storage and Pump Station Asset Inventory and Condition Assessment Data		1		2	-	-		4	8	-	-	-	15	\$1,691	\$50		\$1,741
2.3	Regulatory Review and Water Quality Evaluation		1	2	-	-	-		4		-	-	-	7	\$1,107	\$50		\$1,157
2.4	Distribution System Evaluation and Assessment		1	-		-	-		4	-	-	-	-	5	\$612	\$50		\$662
	Total: Resource Documents and Data Review	-	4	2	2	2	8	4	20	8	-	-	-	50	\$7,131	\$200	\$0	\$7,331
3	Review of Operational Cost, Water Usage, Rates, and Debt Payments																	
3.1	Develop Financial Model					4	24	62						90	\$14,813			\$14,800
3.2	Baseline Forecast					4	20							24	\$5,139			\$5,100
3.3	Assess Impact of Master Plan					2	12	28						42	\$6,978			\$7,000
3.4	Evaluate Current Rates					8	48	16						72	\$14,211			\$14,200
3.5	Technical Memorandum		2			6	20	32	16	-	-	2	-	78	\$12,358	\$1,000		\$13,400
	Total: Review of Operational Cost, Water Usage, Rates, and Debt Payments	-	2	-	-	24	124	138	16	-	-	2	-	306	\$53,500	\$1,000	-	\$54,500
4	Water Plant, Storage and Pump Station Asset Inventory and Condition Assessment																	
4.1	Kickoff Workshop		8	8	8	-	-	8		-	-	1	-	33	\$6,322	\$500		\$6,800
4.2	Water Facilities Condition Assessment	-	8	8	4	-	24	28	54	-	-	-	-	126	\$18,550	\$1,000		\$19,500
4.3	Water Facilities Recommended Improvements	-	6	8	16		24	64	64	4				186	\$26,461			\$26,500
4.4	Pump Performance Testing		4		8	4	8	60	40					124	\$17,230			\$17,200
4.5	Cost Estimating	-	2	2	2		4	8	16				40	74	\$9,840			\$9,800
4.6	Prepare Technical Memorandum	1	4	8	4	4	16	24	24	8		2		95	\$14,737			\$14,700
4.7	Workshop		8	8				8						24	\$4,974	\$500		\$5,500
	Total: Water Plant, Storage and Pump Station Asset Inventory and Condition Assessment	1	40	42	42	8	76	200	198	12	-	3	40	662	\$98,100	\$2,000	\$0	\$100,000
5	Regulatory Review and Water Quality Evaluation																	
5.1	Kickoff Workshop		4	8	-			8			-	1	-	21	\$4,127	\$500		\$4,600
5.2	Water Quality Review		2	2		1	8	24	8					45	\$7,048			\$7,000
5.3	Regulatory Review		2	4		1		8	24					39	\$5,132			\$5,100
5.4	Treatment Alternatives Development		8	8		4		24	24	16				84	\$12,079			\$12,100
5.5	Review Workshop		4	8	-		-	8		-	-	-	-	20	\$4,047	\$500		\$4,500
5.6	Technical Memorandum (Memo assumed to be combined with Task 4 Memo)													-	\$0			\$0
	Total: Regulatory Review and Water Quality Evaluation	-	20	30	-	6	8	72	56	16	-	1	-	209	\$32,400	\$1,000	\$0	\$33,300
6	Distribution System Evaluation and Assessment																	
6.1	Kickoff Workshop (Combined with Task 4 Workshop)		8	-	8	8	2	16	24	-	-	-	-	-	\$0			\$0
6.2	Assessment and Analysis of the Distribution System									8	-	-	-	74	\$10,893			\$10,900
6.3	Storage Analysis		4		8			16						28	\$4,479			\$4,500
6.4	Develop a Watermain Rehabilitation and Replacement Program		8		8	8	32	40	80	80				256	\$32,684			\$32,700
6.5	Distribution System Water Quality Review		4	8		2		40						54	\$9,123			\$9,100
6.6	Cost Estimating		2		4		4	4	16				40	70	\$9,091			\$9,100
6.7	Technical Memorandum	1	4		8	4		16	16	2		2		53	\$7,619			\$7,600
6.8	Review Workshop		8		8									16	\$3,121	\$1,000		\$4,100
	Total: Distribution System Evaluation and Assessment	1	38	8	44	22	38	132	136	90	-	2	40	193	\$77,000	\$1,000	\$0	\$78,000
7	Contingency (As directed by Utility)																	
7.1	Contingency Task										-			-	\$15,000		\$0	\$15,000
	Total: Utility Benchmarking	-	-	-	-	-	-	-	-	-	-	-	-	-	\$15,000	\$0	\$0	\$15,000
8	Long-term Sustainability Plan Development																	
8.1	Prepare Draft Water Sustainability Plan Report	2	16	8	12	8	16	40	80	16	-	8	4	210	\$29,411	\$500		\$29,900
8.2	Review Workshop		8	8	8	-	-			2	-	-	-	26	\$5,291	\$500		\$5,800
8.3	Finalize Report		6	2	4	-	4	16	32	4	-	12		80	\$10,004	\$1,500		\$11,500
8.4	City Council Presentation		4	-	-	-	-	4	2	2	-	2	-	14	\$2,036	\$500		\$2,500
	Long-term Sustainability Plan Development	2	34	18	24	8	20	60	114	24	-	22	4	330	\$46,700	\$3,000	\$0	\$49,700
9	AWIA Risk and Resilience Assessment																	
9.1	Review of Existing VA and ERP	2	4	2	2	2	2	4			-	4		22	\$4,054	\$0		\$4,100
9.2	Hazard Characterization and Workshop		12	16	16	8	20	24	24	8	-	-	-	128	\$21,899	\$1,500		\$23,400
9.3	Risk and Resilience Analysis & Review Meeting		8	8	8	4	20	24	24	4	-	4	24	128	\$19,692	\$1,500		\$21,200
9.4	Risk & Resilience Report	2	8	4	4	4	20	24	24	4	-	8	-	102	\$15,847	\$500		\$16,300
	AWIA Risk and Resilience Assessment	4	32	30	30	18	62	76	72	16	-	16	24	380	\$61,500	\$3,500	\$0	\$65,000
	Project Totals	20	230	134	146	92	336	690	616	166	24	54	108	2,258	\$ 415,300	\$ 13,200	\$ -	\$ 428,331



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

(Provide a Gantt Chart of the major work elements and the project days to each completion)
Number pages “C-1”, “C-2” and so on.

Decatur Water Utility
Long-term Sustainability Plan Proposed Schedule - Exhibit C

Project Task/Schedule	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15	WK 16	WK 17	WK 18	WK 19	WK 20	WK 21	WK 22	WK 23	WK 24	WK 25	WK 26	WK 27	WK 28	WK 29	WK 30	WK 31	WK 32	WK 33	WK 34	WK 35	WK 36	WK 37	WK 38	WK 39	WK 40	WK 41	WK 42	WK 43	WK 44	WK 45	WK 46	WK 47	WK 48	WK 49	WK 50	WK 51	WK 52
Notice to Proceed																																																				
Task 1 - Kickoff Meeting & Project Planning																																																				
Task 2 - Data Gathering & Review (And Site Visits)																																																				
Task 3 - Financial Analysis and Review of Operational Costs, Water Usage, Rates and Deb Payments																																																				
Task 4 - Condition Assessment and Asset Evaluation																																																				
Task 5 - Water Quality and Regulatory Review																																																				
Task 6 - Distribution System Evaluation and WM Prioritization																																																				
Task 8 - Capital Improvement Plan and Long-term Sustainability Plan - Draft and Final Report Development																																																				
Task 9 - Risk and Resilience Assessment																																																				
Review Meetings/Conference Calls/Workshops (including Board Presentations)																																																				
Project Management and Coordination																																																				
Development Project Management Plan																																																				
Submit Monthly Invoices and Progress Reports																																																				



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

Change Order

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 change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

Replace with Insurance Certificate(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/22/2019

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 Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A: Commerce & Industry Ins Co	19410
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D: LM Insurance Corporation	33600
	INSURER E: Lloyd's Syndicate No. 2623	AA1128623
	INSURER F: ACE Property & Casualty Insurance Co.	20699

COVERAGES**CERTIFICATE NUMBER:** 570074918000**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	☒ COMMERCIAL GENERAL LIABILITY			TB7611B8T8Z6049	01/01/2019	01/01/2020	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			AS2-611-B8T8Z6-069	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
F	☒ UMBRELLA LIAB	☒ OCCUR		X00G28194687003	01/01/2019	01/01/2020	EACH OCCURRENCE	\$5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$5,000,000
	☐ DED	☐ RETENTION						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA561DB8T8Z6019 AOS WC5611B8T8Z6029 WI	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

The City of Decatur and its officers and employees are included as Additional Insureds in accordance with the policy provisions of the General Liability and Automobile policies. General Liability and Automobile Liability policies evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City of Decatur and its officers and employees in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers Compensation policies. The Professional Liability policy has a deductible of \$100,000.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur Illinois #1 Gary K Anderson Plaza Decatur IL 62523 USA	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 <i>Aon Risk Services Northeast, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570074918000		
CARRIER See Certificate Number: 570074918000	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WA761DB8T8Z6039 MA & PR	01/01/2019	01/01/2020		
	OTHER							
E	Archit&Eng Prof			PSDEF1900033 Professional/Claims Made	01/01/2019	01/01/2020	Each Claim	\$1,000,000
							Aggregate	\$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number **TB7-611-B8T8Z6-049**
Issued by **LIBERTY INSURANCE CORPORATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number **AS2-611-B8T8Z6-069**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket - as required by written contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WA5-61D-B8T8Z6-019
\$ 0

Effective Date 1/1/2019

Premium

Issued to: CDM Smith Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: Liberty Mutual Insurance Corp.

For attachment to Policy No WA7-61D-B8T8Z6-039
\$ 0

Effective Date 1/1/2019

Premium

Issued to: CDM Smith Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WC5-611-B8T8Z6-029
\$ 0

Effective Date 1/1/2019

Premium

Issued to: CDM Smith Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation; or
- b) 30 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below.

NAME

CDM Smith, Inc.

ADDRESS

75 State Street
Suite 701
Boston, MA 02109

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the LM INSURANCE CORP.

Premium \$ 0

Effective Date **1/1/2019** Expiration Date **1/1/2020**

For attachment to Policy No. **WA5-61D-B8T8Z6-019**

Countersigned by _____
Authorized Representative

End. Serial No.

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 Massachusetts)
) ss.
 COUNTY OF Suffolk)

SECTION I. BUSINESS STATUS STATEMENT

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

A. CDM Smith 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 04-2473650.

B. CORPORATION

The State of Incorporation is Massachusetts

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>CT Corporation System</u> Name	_____
<u>208 So. Lasalle St., Suite 814</u> Address	Company Address, Principal Office
<u>Chicago, IL 60604-1101</u> City, State, Zip	_____
_____	City, State, Zip
_____	_____
Telephone	Telephone Facsimile
_____	_____
_____	Website

The corporate officers are as follows:

President: Anthony B. Bouchard

Vice President: N/A

Secretary: Paul Milligan

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 _____ 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

Amroo Atassi

Printed Name

Vice president

Title

SUBSCRIBED and SWORN to before me this 22nd day of November, 2019.

Rosalie Roa

Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: Long-Term Sustainability Plan		
Consulting Engineer: CDM Smith Inc.		
Classification	Minimum Raw Hourly Rate	Maximum Raw Hourly Rate
Principal	\$90	\$135
Project Manager	\$65	\$90
Senior Engineer	\$65	\$100
Senior Technical Reviewer	\$90	\$140
Engineer	\$40	\$65
Senior Technician	\$40	\$65
Technician	\$25	\$40
Structural Engineer	\$35	\$80
Clerical	\$20	\$45
Junior Engineer	\$27	\$40

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			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

City Manager

DATE: 11/25/2019

MEMO: No. 19-02

TO: Honorable Mayor Julie Moore and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator

SUBJECT: Resolution Amending Agreement with MV Transportation Inc., for Mass Transit Management

SUMMARY RECOMMENDATION: Staff recommends that this fourth amendment item be approved, bringing the City closer to a full turn-key contract for Mass Transit operations.

BACKGROUND: The City of Decatur desires to solicit for and award a contract to a complete turn-key solution to operate, manage and maintain the City owned transit facility and fleet. Over the past few years staff has been preparing for this shift in arrangement. The current agreement will run out by December of 2020, and the desire is to have multiple respondents to a RFP for a turn-key solution, where the City would serve as a contract manager only done prior to this time.

PRIOR COUNCIL ACTION:

The City of Decatur initially awarded a 5-year management contract to MV Transportation Inc. to manage the operations and employees of Decatur Public Transit System effective July 1, 2014. There have been 3 subsequent amendments to this original agreement. The first amendment moved payroll of employees to a pass through arrangement with MV, where the City ultimately provided payroll and benefits to the employees via a pass through arrangement. The second amendment was for the utilization of MV's on-demand scheduling software. The third amendment provided an 18-month contract extension to MV to continue their services through December 31, 2020.

This fourth amendment moves the City closer to the City's ultimate desire for a complete turn-key solution for Decatur mass transit. This fourth amendment will expand MV's role from providing management oversight of the transit operation to being the undisputed employer of and contractor accountable for nearly all aspects of the transit operations. This amendment also includes a change that allows for expanded service options which is being considered as apart of the enhanced service to be provided to the urban core (Neighborhood

Revitalization strategy). We are planning on a trial service of extending evening hours for the urban core as part of the City's revitalization programs.

STAFF REFERENCE: Should the City Council members have any questions or concerns, they may contact Deputy City Manager Jon Kindseth or Mass Transit Administrator John Williams.

BUDGET/TIME IMPLICATIONS: The proposed 2020 budget includes the changes anticipated under this fourth amendment. The budget necessary to operate and maintain the transit operations does not increase with this fourth amendment, rather the expenses shift between line items within the Transit budget. The operating costs for transit included in the 2020 budget are \$8,170,272. This fourth amendment with MV will move salary & benefit expenses, insurance expenses, and other similar expenses from line items within the City budget to a contractual line item payable to MV as the contractor. The monthly invoices from MV will go from approximately \$20,000 to over \$500,000 due to these expenses being shifted entirely to MV, as opposed to the current arrangement of the City paying these expenses. The net operating expense remains unchanged for the City, while shifting all personnel and liability to the MV as the contractor.

ATTACHMENTS:

Description	Type
Resolution Authorizing Fourth Amendment to MV Agreement	Resolution Letter
Fourth Amendment to MV Transit Agreement	Exhibit

RESOLUTION NO. R2019-_____

**RESOLUTION AMENDING MASS TRANSIT MANAGEMENT
AGREEMENT WITH MV TRANSPORTATION, INC.**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires to work towards a turn-key solution for mass transit operations; and,

WHEREAS, the City finds that this fourth amendment with MV Transportation, INC., provides needed changes towards this goal, as well as provides flexibility of service options.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. The City of Decatur, Illinois, management agreement with MV Transportation, Inc., be and is hereby amended as described in the attached agreement as Exhibit A, 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 execute the fourth amendment to the Mass Transit Management Agreement between the City of Decatur, Illinois and MTV Transportation, Inc.

PRESENTED AND ADOPTED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**FOURTH AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT**

This Fourth Amendment to the Mass Transit Management Agreement (this “Amendment”) is entered into as of December __, 2019 (the “Effective Date”) by and between the City of Decatur of the State of Illinois (“City”) and MV Transportation, Inc., a California corporation (“Contractor”). City and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

- A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended (the “Agreement”), pursuant to which Contractor provides transportation services to the City; and
- B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties as set forth herein
- C. The Parties acknowledge that this Fourth Amendment to the Agreement shall not extend the Agreement beyond the current extension’s end date of December 31, 2020.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and agree as follows:

- 1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

- a. Section 3 SCOPE OF SERVICES OF CONTRACTOR is hereby deleted in its entirety and replaced with the following:

3. SCOPE OF SERVICES.

Contractor shall be responsible for management and operation of the Decatur Public Transit System in the Decatur urban area as further described in the Scope of Services attached hereto as Appendix C.

- b. Section 5 OPERATING ENTITY AND PERSONNEL is hereby deleted in its entirety and replaced with the following:

5. PERSONNEL.

A. Contractor, through its wholly-owned subsidiary MV Public Transportation, Inc., will employ, maintain, and assign a sufficient number of competent and qualified personnel to meet the requirements of the Services under this Agreement, including a General Manager who shall reside in the Decatur area.

The General Manager will provide active management of Contractor's operations and meet regularly with the City. The General Manager will be expected to be on premises for any audits or transit business which may require his or her presence. The General Manager shall notify the City of any scheduled time off. Contractor will share with City the General Manager's allotted time off each year, including vacation, sick leave, and any personal time off.

- c. Section 6 ADVISORY AND TECHNICAL ASSISTANCE is hereby deleted in its entirety and replaced with the following:

Section 6. Reserved.

- d. Section 7 COMPENSATION is hereby deleted in its entirety and replaced with the following:

Section 7. COMPENSATION.

- A. CITY Agency shall pay CONTRACTOR for services performed in accordance with the Agreement at the rates set forth on Appendix D.
- B. In addition to the compensation set forth on Appendix D, the CITY shall pay to CONTRACTOR an amount equal to all vacation time, sick time, PTO, and incentive pay accrued (as of December 31, 2019) by all employees of the Transit System. The CITY shall pay the foregoing amount on or before March 31, 2020, subject to the conditions below. CONTRACTOR shall be responsible for all vacation time, sick time, PTO, and incentive pay beginning January 1, 2020. CONTRACTOR indemnifies and holds the City harmless against any claims or disputes regarding accrual or payment of these benefits to MV employees, and; shall provide the City with all requested documentation supporting its claim for these payments, and; shall provide the City an accounting of payments made to its employees, and agrees that any monies not paid to employees by January 31, 2021 shall be returned to the City, within 60 days.
- C. CITY and CONTRACTOR shall negotiate in good faith equitable adjustments to the rates set forth on Appendix D if Contractor's operating costs increase or expected revenue decreases as a result of any of the following events: (i) the volume of services to be performed by Contractor increases or decreases by more than fifteen percent (15%) from the level estimated in this Agreement or on the price pages; (ii) CITY requests a change to the scope of services detailed in Appendix C of this Agreement to be provided by CONTRACTOR; (iii) there is an unanticipated increase in the city, county, state, or federal minimum wage that requires CONTRACTOR to increase the wages paid to its employees and/or negatively impacts CONTRACTOR'S ability to recruit and retain qualified employees for the performance of this Agreement; or (iv) a

local, state or federal government entity with jurisdiction over CONTRACTOR adopts any law, rule, regulation or order which has the effect of increasing CONTRACTOR'S costs to deliver the services under this Agreement. CONTRACTOR shall provide written notice to CITY promptly after CONTRACTOR'S costs increase or an event occurs that CONTRACTOR determines in good faith will result in increased costs.

D. The CONTRACTOR shall provide all compensation and benefits, including but not limited to health insurance and 401K match, to its employees working under this agreement at a level equal to or greater than the compensation and benefits previously provided by the Decatur Public Transit Corporation or the CITY.

- e. Section 8 WORKING FUNDS is hereby deleted in its entirety and replaced with the following:

Section 8. PENSION LIABILITY.

The CITY and the CONTRACTOR acknowledge no pension benefits have been provided to MV (and/or its subsidiary) employees. The CITY and the CONTRACTOR further acknowledge there are no anticipated changes that will create employer liability for employee pensions. MV (and/or its subsidiary) employees have been eligible for employer contributions to employees' 401(K) retirement accounts. The City shall be liable for any claims for pension benefits if any, earned before Dec. 31, 2019, and all employer obligated 401(K) payments and fees, through Dec. 31, 2019, and shall indemnify and defend CONTRACTOR for all liabilities related thereto. Commencing Jan. 1, 2020, CONTRACTOR shall be liable for all employer's obligated 401(K) payments and fees, and shall indemnify CITY for all liabilities related thereto.

- f. Section 15 CONTRACTOR'S RESIDENT MANAGEMENT PERSONNEL is hereby deleted in its entirety and replaced with the following:

Section 15. Reserved.

- g. Section 16 THIRD PARTY LIABILITY is hereby deleted in its entirety and replaced with the following:

Section 16. Reserved.

- h. Section 17 INSURANCE is hereby deleted in its entirety and replaced with the following:

17. INSURANCE. CONTRACTOR, at its own expense, will at all times during the term of this Agreement carry insurance in accordance with the provisions of Appendix E. Such insurance shall name CITY as an additional insured. Prior to

commencement of the work under this Agreement, CONTRACTOR shall provide CITY with certificates of insurance evidencing the required coverage.

- i. Section 18 WAIVER OF SUBROGATION is hereby deleted in its entirety and replaced with the following:

Section 18. CONTRACTOR INDEMNITY. Contractor shall indemnify, defend, protect and hold harmless the CITY, and the CITY's officers, directors, employees, stockholders, agents, representatives, subsidiaries, and affiliates, at all times from and after January 1, 2020, from and against all liabilities, losses, claims, or damages incurred by any of such indemnified parties as a result of any damage to property or injury to or death of any persons occasioned by the negligent or willful acts or omissions of Contractor, in each case except to the extent such liabilities, losses, claims, or damages were caused by the negligence or willful misconduct of any of such indemnified parties.

- j. Appendices. The attached Appendix C, Appendix D, and Appendix E are hereby added to the Agreement.
2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.
 3. Governing Law: This Amendment shall be governed by and construed under the laws of the State of Illinois, without regard to principals of conflicts of law.
 4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

City of Decatur, Illinois

By: _____

Name: _____

Title: _____

CONTRACTOR:

MV Transportation, Inc.

By: _____

Name: _____

Title: _____

APPENDIX C

SCOPE OF SERVICES

Effective January 1, 2020 Contractor shall manage and operate the Decatur Public Transit System, including, but not limited to the following functions and duties:

I. RESPONSIBILITIES OF CONTRACTOR

A. TRANSIT SYSTEM OPERATIONS

1. Provide staffing, dispatch, training, safety, ITS, vehicle operators, and maintenance services necessary to operate fixed route and paratransit service for the transit system
2. Days and hours of service: Monday through Friday, 5:30a.m. to 7:30pm; Saturday, 6:00a.m. to 7:30p.m. Any adjustments to the days and hours of service will be negotiated in good faith between the City and Contractor.
3. Develop and recommend of changes in fares, bus routes, schedules, headways, transfer methods, and other related transit issues
4. Upgrade and enhance current technology environment, including provision of the following systems:
 - a. Synchromatics CAD/AVL for Fixed Route
 - b. Trapeze PASS for Paratransit
 - c. Transit Miner for Paratransit
 - d. Drive Cam for all Service Vehicles
 - e. Mobileye for all Service Vehicles
5. Provide all necessary office supplies
6. Provide laptops, printers/copiers and internet hotspots to management personnel as appropriate
7. Collaborate with the City for the provision of a supplemental enhanced service within the urban core, outside of the normal hours and days of service, which are operated and billed at the same hourly rate as the paratransit rate specified in Appendix D.

B. PERSONNEL.

1. Availability. Contractor will employ, maintain, and assign a sufficient number of competent and qualified personnel to meet the requirements of the Services under this Agreement.
2. Management and Control. All Contractor employees performing services on behalf of Contractor under this Agreement shall at all times be under Contractor's exclusive direction and control. Such employees shall at all times be employees of Contractor's wholly-owned subsidiary (MV Public Transportation, Inc.) and not employees or independent contractors of City. MV Public Transportation, Inc. shall pay all wages, salaries and other amounts due its employees, and shall be responsible for all reports and obligations with respect to such employees, such

as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

3. Drivers. All drivers shall hold, at all times, a valid commercial driver's license with all appropriate endorsements in accordance with all applicable state and federal laws and regulations. Drivers must pass an alcohol and drug screen administered in compliance with Federal Transit Administration regulations, and have safe driving records with no previous suspensions for moving violations.
4. Drug and Alcohol Testing. Contractor shall comply with and ensure all safety sensitive employees (including drivers, mechanics and dispatch personal) are subject to Contractor's standard drug and alcohol testing policies. Drivers and other Contractor employees are prohibited from reporting to work under the influence of drugs or alcohol, and/or consuming drugs or alcohol during their scheduled work shift, including break and meal periods. Any violation of this policy will be grounds for immediate termination and may result in a report to the appropriate law enforcement authorities.
5. Training. Contractor will provide ten (10) hours of training to all existing drivers.
6. Equal Employment Opportunity/Affirmative Action Employer. Contractor shall comply with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.
7. Removal. City shall have the right to require the removal, for any reason, of any employee of Contractor from any work assignment under this Agreement.

C. SYSTEM PROCEDURES

1. Establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties.
2. Development of reporting procedures and forms to facilitate record keeping.
3. Direction and supervision of all accounting, bookkeeping, auditing, and purchasing functions for the transit system employees
4. Securing all insurance coverage required herein
5. Providing accident investigation and resolution

D. PUBLIC RELATIONS

1. Sales of tickets, passes, etc. directly to the public
2. Investigation and handling of all complaints
3. Preparation and direction of advertising campaigns, sales promotions, and public relation projects
4. Conduct and issue, at no cost to the City, an annual bus passenger survey, collecting data on demographics, how riders use the services, how satisfied they are with current services, and what other services they would prefer

E. EQUIPMENT AND PROPERTY MAINTENANCE

1. Contractor shall lease from the City the revenue and non-revenue vehicles set forth on Attachment 1 hereto at the rate of \$1 per vehicle per month

2. Inspection and maintenance of vehicles and equipment
3. Recommendation of vehicle and major equipment purchases for transportation and maintenance operations
4. Direction and supervision of purchases of minor equipment, tools, supplies, etc. and purchases of parts, fuel, oil and lubricants
5. Studying vehicle operation and maintenance service to determine the adequacy of existing maintenance procedures and correction of procedures where necessary
6. Direction and supervision of building maintenance operations
7. Recommendation of building/structure corrections or additions as needed

F. SUBCONTRACTOR SUPERVISION

1. Establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties and compliance with all applicable state and federal laws and regulations
2. Inspection and oversight of subcontractors (i.e. taxicab and livery companies) providing services for the disabled to ensure:
 - i. Quality of service provided, vehicle condition, driver qualifications, etc.
 - ii. Accuracy of information reported to the Transit System, including billing requests
 - iii. Compliance with all state and federal requirements

CONTRACTOR and CITY may mutually agree for CONTRACTOR to provide “Special Project” assistance. “Special Projects” shall include but are not limited to on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of CONTRACTOR during the term of this Agreement. For each Special Project, the Parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan.

The CONTRACTOR agrees the system will be operated efficiently under standards and policies established by the City, that the CONTRACTOR shall comply with all applicable federal and state laws, regulations, and requirements, and that special emphasis shall be required by Contractor to ensure that it meets all of the requirements and regulations of, and report to when required, the Illinois Department of Transportation, the US Department of Transportation, and the Federal Transit Administration.

II. RESPONSIBILITIES OF CITY

A. FACILITIES

1. City will provide the following operating and bus facilities:

<i>Base Operations</i>	<i>Facility Address</i>
Administrative and maintenance	555 East Wood Street Decatur, Illinois 62523
Bus Transfer Center & Operation and Paratransit offices	353 Williams Street Decatur, Illinois 62523
Bus storage	100 Industrial Court Decatur, Illinois 62523

The City will be responsible for maintenance and upkeep of the facility, including any capital upgrades. With City's prior approval, Contractor may perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.

2. City will indemnify, defend and hold harmless Contractor from any environmental condition, including any condition arising from the release of hazardous material, at any of City's facilities existing prior to Contractor's occupancy of such facilities.
3. City will provide property insurance for all existing facilities.
4. City will provide access to existing, budgeted workstation equipment and services, including telephone service, radios, computers and internet.

B. VEHICLES

1. City will lease all revenue and non-revenue vehicles and related equipment to Contractor for \$1 per vehicle per month.
2. City will provide tools and equipment for maintenance of the revenue and non-revenue fleet.
3. City will provide all parts for revenue and non-revenue vehicles
4. City will provide parts for the facility to the extent such parts cost \$500 or greater; parts for the facility costing less than \$500 will be provided by Contractor
5. City will provide tires for all fixed route and paratransit vehicles
6. City will supply all fuel, lubricants and oils for revenue and non-revenue fleet

ATTACHMENT 1

VEHICLES

[to be provided]

APPENDIX D

COMPENSATION

Contractor shall be paid a fixed monthly fee and per-revenue hour rate for variable costs. Revenue hour is defined as “gate to gate.” Billing will begin once the operator leaves the operations facility and ends at the time the operator returns to the yard. A revenue hour does not include the time associated with pre- and post-trip inspections, fueling and non-revenue service time.

Rates:

Monthly Fixed Fee: **\$208,587**

Fixed Route Variable Rate: **\$47.96/Revenue Hour**

Estimated Hours: **68,577**

Paratransit Variable Rate: **\$32.62/Revenue Hour**

Estimated Hours: **13,360**

Supplemental Service: **\$32.62/Revenue Hour**

Estimated Hours: **1,460**

APPENDIX E

INSURANCE

Contractor shall purchase and maintain from the date of commencement of the work until the date of final payment the following minimum insurance coverages. Such insurance shall protect the contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the CITY: Approval of the insurance by the CITY shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the CITY does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.

CITY reserves the right to request a copy of all policies and endorsements prescribed herein.

a. Commercial General Liability (CGL) Insurance in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$25,000,000 annual aggregate.

b. Business Automobile Liability (BAL) Insurance in the amount of \$25,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work. Contractor shall also be responsible for maintaining Auto Physical Damage coverage on the vehicle on an actual cash value basis for any damage caused to the vehicles that is attributable to negligence of the Contractor or that occurs while the vehicle is being operated.

c. Statutory Workers' Compensation Coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included.

General Requirements: The Contractor shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the CITY. ***Contractor shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

City will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella, policies to meet the minimum coverage requirements contained herein.

The certificate shall provide the following:

- The policy shall be written on an occurrence basis. If any insurance specified above is written on an “Claims Made” (rather than an “occurrence” basis), then, in addition, to the coverage requirements stated herein, Contractor shall:

(a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the Contractor or any work beginning under the contract.

(b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

(c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

- Name the CITY as an additional insured for CGL and BAL.
- Contain a waiver of subrogation in favor of the CITY.
- Specify that the CGL and BAL insurance is non-contributory as respects any insurance or self-insurance programs maintained by the CITY.
- Contain a specific reference to the subject contract.

In the event the insurance should be materially changed or cancelled, the Contractor shall provide the CITY at least thirty (30) days’ notice prior to the effective date of the change or cancellation.

An insurance company having less than an A-VII rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the CITY.

City Manager

DATE: 11/25/2019

MEMO: No. 19-03

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Cleanup of City Code Related to City Positions

SUMMARY RECOMMENDATION: Staff recommends the approval of this item to create a few new specific positions and removal of few unused positions.

BACKGROUND:

As can be seen in this chapter references, this section of the City Code has been modified numerous times since 2000. Section 2 of Chapter 7, primarily outlines the specific job titles for not unionized or management employees. This section has had to be repetitively updated as job titles change within the organization. The needs of the City change over time and the industry standard titles change over time also. In order to remain competitive and attractive as an employer we need to adapt as well.

We are updating this section now to create new positions of Civilian Liaison Officer (CLO) and Grants and Procurement Manager. With the need to update it for these two new positions, we are also cleaning up unfilled positions and updating previously created positions already staffed. At some point the Council may choose to eliminate this Section 2 of Chapter 7, and defer all job titles and positions to the City Manager and Civil Service Commission within the parameters of the City Council approved budget.

POTENTIAL OBJECTIONS: None known

INPUT FROM OTHER SOURCES: Human Resources and Legal Departments

STAFF REFERENCE: Staff familiar with this Ordinance and recommendation include Deputy City Manager Jon Kindseth, Corporate Counsel Wendy Morthland, and City Manager Scot Wrighton.

BUDGET/TIME IMPLICATIONS:

Four Civilian Liaison Officers have been included in the 2020 proposed budget within the Police Department budget. The Grants and Procurement Manager is budgeted for within

the Transit budget. This position although new for the City, the intention is to hire the person already filling this role under our contract with MV Transportation.

This section of the City Code is amended everytime there are new positions created.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 07 - Officers and Employees Generally, as it relates to specific positions	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 07-
- OFFICERS AND EMPLOYEES GENERALLY -

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

Section 1. That Chapter 07 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 2. Said Section 2 as so modified and amended, shall provide as follows:

2. **APPOINTMENT AND REMOVAL.** The City Manager shall have the power and authority to appoint and remove at will the Deputy City Manager, all directors of departments, all deputy and assistant department directors, fire marshals, battalion chiefs, police personnel above the rank of sergeant, division managers and supervisors, administrative secretaries, executive assistant, administrative assistant, members of the Legal Department, Personnel Specialists, Systems Administrators, Senior Systems Analyst, Systems Analysts, Budget and Revenue Officer, Risk Management Assistant, Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, Supervisor of Technical Services, Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, Senior Planner, Planners, Planning and Development Manager, Development and Revitalization Specialist, Senior Crime Analyst, Crime Analyst, Neighborhood Programs Specialist, Mass Transit Administrator, Grants and Procurement Manager, Community Liaison Officer, Comptroller, Clerical Support Supervisor, Neighborhood Programs Manager and temporary and seasonal employees.

Section 2. That this Ordinance shall be effective upon approval and execution by City Council.

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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 07

OFFICERS AND EMPLOYEES GENERALLY

...2. **APPOINTMENT AND REMOVAL.** The City Manager shall have the power and authority to appoint and remove at will the Deputy ~~and Assistant~~ City Managers, all directors of departments, all deputy and assistant department directors, fire marshals, battalion chiefs, police personnel above the rank of sergeant, division managers and supervisors, administrative secretaries, executive assistant, administrative assistant, members of the Legal Department, Personnel Specialists, ~~Training Officer, Human Rights Officer,~~ Systems Administrator, Senior Systems Analyst, Systems Analyst, Budget and Revenue Officer, Risk Management Assistant, ~~Water Customer Service Manager, Water Customer Service Supervisor, Street and Sewer Maintenance Supervisor,~~ Civil Engineer I, Civil Engineer II, Assistant City Engineer, GIS Specialist, Fleet Supervisor, Water Production Maintenance Supervisor, Water Production Operations Supervisor, ~~Engineering Services Coordinator,~~ Supervisor of Technical Services, ~~CAD System Coordinator,~~ Police Records Supervisor, Water Distribution Supervisor, Water Metering Supervisor, City Forestry and Property Supervisor, Foreman, Economic Development Officer, ~~Building Inspections Manager,~~ Senior Planner, Planners, Planning and Development Manager, Development and Revitalization Specialist, Senior Crime Analyst, Crime Analyst, ~~Emergency Communications Manager, Emergency Communications Supervisors, Neighborhood Inspections Administrator,~~ Neighborhood Programs Specialist, ~~Enterprise Zone Administrator,~~ Mass Transit Administrator, Grants and Procurement Manager, Community Liaison Officer, Comptroller, Clerical Support Supervisor, Neighborhood Programs Manager and temporary and seasonal employees....

(Amended, Ordinance 2017-06, February 6, 2017) (Amended, Ordinance 2016-37, June 20, 2016) (Amended, Ordinance 2016-18, April 4, 2016) (Amended, Ordinance 2015-03, January 20, 2015) (Amended, Ordinance 2014-74, December 15, 2014) (Amended, Ordinance 2014-68, December 1, 2014) (Amended, Ordinance No. 2013-99, December 2, 2013) (Amended, Ordinance No. 2013-77, September 16, 2013) (Amended, Ordinance No. 2009-55, July 20, 2009) (Amended, Ordinance No. 2009-50, July 6, 2009) (Amended, Ordinance No. 2009-39, May 18, 2009) (Amended, Ordinance No. 2006-59, June 19, 2006) (Amended, Ordinance No. 2006-40, May 1, 2006) (Amended, Ordinance No. 2006-05, February 6, 2006) (Amended, Ordinance No. 2005-23, March 21, 2005) (Amended, Ordinance No. 2004-102, December 20, 2004) (Amended, Ordinance No. 2003-12, March 3, 2003) (Amended, Ordinance No. 2002-98, November 4, 2002) (Amended, Ordinance No. 2000-52, June 19, 2000) (Amended, Ordinance No. 2000-08, February 21, 2000)

Legal Department

DATE: 11/27/2019

MEMO:

TO: Mayor Moore Wolfe and the Decatur City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: This ordinance is one of two tabled from the September 30, 2019 Special meeting on the sale and use of cannabis.

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-16	Cover Memo
Ordinance Amending City Code Chapter 73-Offenses, Section 24-Possession/Consumption Cannabis, Section 25-Possession Drug Paraphernalia	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2019-16

November 21, 2019

TO: Honorable Mayor Moore Wolfe

FROM: Scot Wrighton, City Manager
James Getz Jr., Police Chief
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 73 – Offenses

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 73, Section 24 and Section 25.

BACKGROUND: Staff requests that Council pass the proposed ordinance amendments to Chapter 73, Section 24 Possession of Cannabis and Section 25 Possession of Drug Paraphernalia. Since this Ordinance was passed, the state has adopted the Cannabis Regulation and Tax Act, making possession and consumption of cannabis legal under certain circumstances. This amendment reflects that adoption.

RECOMMENDATION: Staff recommends the suggested language amendment to Chapter 73, Section 24 and Section 25.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 73 -

- OFFENSES -

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

Section 1. That Chapter 73 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending language to Sections 24 and 25, reflecting the amendment. Said Sections 24 and 25 as so modified and amended, shall provide as follows:

24. POSSESSION/CONSUMPTION CANNABIS.

A. It shall be unlawful for a person to possess thirty (30) grams or less of any substance containing cannabis. This subsection 24(A) shall be repealed on January 1, 2020.

B. DEFINITIONS.

1. For purposes of this Section, cannabis includes marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis Sativa and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture or preparation of such mature stalks (except the resin extracted there from), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination. Cannabis does not include industrial hemp as defined and authorized under the Illinois Industrial Hemp Act. Cannabis also means concentrate and cannabis-infused products.

2. For purposes of this Section, public place means any place where a person could reasonably be expected to be observed by others, including but not limited to all parts of buildings owned in whole or in part, or leased, by the State or unit of local government and all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the State or unit of local government. Public place does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises but does include retail tobacco stores.

3. For purposes of this Section, retail tobacco stores means a retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. It includes an enclosed workplace that manufactures, imports, or distributes tobacco or tobacco products, when, as a necessary and integral part of the process of making, manufacturing, importing, or distributing a tobacco product for the eventual retail sale of that tobacco or tobacco product, tobacco is heated, burned, or smoked, or a lighted tobacco product is tested, provided that the involved business entity: (1) maintains a specially designated area or areas within the workplace for the purpose of the heating, burning, smoking, or lighting activities, and does not create a facility that permits smoking throughout; (2) satisfies the 80% requirement related to gross sales; and (3) delivers tobacco products to consumers, retail establishments, or other wholesale establishments as part of its business.

C. Effective January 1, 2020, it shall be unlawful for a person under 21 years of age to purchase, possess, use, process, transport, grow or consume any substance containing cannabis except where authorized by the Illinois Compassionate Use of Medical Cannabis Pilot Program Act or by the Illinois Community College Cannabis Vocational Pilot Program.

D. POSSESSION. Effective January 1, 2020, it shall be unlawful for a person 21 years of age or older to possess cannabis:

1. more than 30 grams of cannabis flower, more than 500 milligrams of THC contained in cannabis-infused product, and more than 5 grams of cannabis concentrate;
2. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;
3. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;
4. in any correctional facility;
5. in any vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving; or
6. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises.

E. CONSUMPTION. Effective January 1, 2020, it shall be unlawful for a person 21 years of age or older to use cannabis:

1. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;
2. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;

3. in any correctional facility;
4. in any motor vehicle;
5. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
6. in any public place; or
7. knowingly in close proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act.

25. POSSESSION DRUG PARAPHERNALIA.

...B. As used in this Section, the following terms shall include and have the following meanings:

- (1) Cannabis shall mean and include any substance defined as cannabis in Section 3 of the Illinois Cannabis Control Act, 720 ILCS 550/3 and the Cannabis Regulation and Tax Act....

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 2nd day of December, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 73

- OFFENSES -

24. POSSESSION/CONSUMPTION CANNABIS.

A. It shall be unlawful for a person to possess thirty (30) grams or less of any substance containing cannabis. This subsection 24(A) shall be repealed on January 1, 2020.

B. DEFINITIONS.

1. For purposes of this Section, cannabis includes marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis Sativa and including derivatives or subspecies, such as indica, of all strains of cannabis , whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture or preparation of such mature stalks (except the resin extracted there from), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination. Cannabis does not include industrial hemp as defined and authorized under the Illinois Industrial Hemp Act. Cannabis also means concentrate and cannabis-infused products.

2. For purposes of this Section, public place means any place where a person could reasonably be expected to be observed by others, including but not limited to all parts of buildings owned in whole or in part, or leased, by the State or unit of local government and tobacco or cannabis stores or lounges. Public place does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises but does include retail tobacco stores.

3. For purposes of this Section, retail tobacco stores means a retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. It includes an enclosed workplace that manufactures, imports, or distributes tobacco or tobacco products, when, as a necessary and integral part of the process of making, manufacturing, importing, or distributing a tobacco product for the eventual retail sale of that tobacco or tobacco product, tobacco is heated, burned, or smoked, or a lighted tobacco

product is tested, provided that the involved business entity: (1) maintains a specially designated area or areas within the workplace for the purpose of the heating, burning, smoking, or lighting activities, and does not create a facility that permits smoking throughout; (2) satisfies the 80% requirement related to gross sales; and (3) delivers tobacco products to consumers, retail establishments, or other wholesale establishments as part of its business.

C. Effective January 1, 2020, it shall be unlawful for a person under 21 years of age to purchase, possess, use, process, transport, grow or consume any substance containing cannabis except where authorized by the Illinois Compassionate Use of Medical Cannabis Pilot Program Act or by the Illinois Community College Cannabis Vocational Pilot Program.

D. POSSESSION. Effective January 1, 2020, it shall be unlawful for a person 21 years of age or older to possess cannabis:

1. more than 30 grams of cannabis flower, more than 500 milligrams of THC contained in cannabis-infused product, and more than 5 grams of cannabis concentrate;
2. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;
3. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;
4. in any correctional facility;
5. in any vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving; or
6. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises.

E. CONSUMPTION. Effective January 1, 2020, it shall be unlawful for a person 21 years of age or older to use cannabis:

1. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;
2. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Illinois Compassionate Use of Medical Cannabis Pilot Program Act;
3. in any correctional facility;
4. in any motor vehicle;
5. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
6. in any public place; or
7. knowingly in close proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act.

25. POSSESSION DRUG PARAPHERNALIA.

...B. As used in this Section, the following terms shall include and have the following meanings:

(1) Cannabis shall mean and include any substance defined as cannabis in Section 3 of the Illinois Cannabis Control Act, 720 ILCS 550/3 and the Cannabis Regulation and Tax Act...

CITY COUNCIL MEMORANDUM
NO. 2019-

November 21, 2019

TO: Honorable Mayor Moore Wolfe

FROM: Scot Wrighton, City Manager
James Getz Jr., Police Chief
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 34 – Traffic and Parking

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 34, Section 37.

BACKGROUND: Staff requests that Council pass the proposed ordinance amendment to Chapter 34, Section 37 Removal of Vehicles. Since this Ordinance was passed, the state has amended the Cannabis Control Act and the Drug Paraphernalia Control Act, which provides that the Cannabis Regulation and Tax Act is an exception to possession under the Cannabis Control Act. This amendment reflects that exception.

RECOMMENDATION: Staff recommends the suggested language amendment to Chapter 34, Section 37.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 34 -
- TRAFFIC AND PARKING -

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

Section 1. That Chapter 34 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending language to Section 37, reflecting the amendment. Said Section 37 as so modified and amended, shall provide as follows:

37. **REMOVAL OF VEHICLES.** Police officers are hereby authorized to remove or cause to be removed a vehicle from a public street or highway to the nearest garage, impound lot or other place of safety, or to a location designated by the Police Chief, under the following circumstances:...

...M. When any vehicle is used in the possession or delivery of a controlled substance as defined and included in the schedules of Article II of the Illinois Controlled Substance Act, 720 ILCS 570/101 et. seq., of cannabis over 10 grams as defined in the Cannabis Control Act, 720 ILCS 550/1 et. seq. and in violation of the Illinois Cannabis Regulation and Tax Act or drug paraphernalia when possessed with the intent to introduce a controlled substance into the human body as defined in the Drug Paraphernalia Control Act, 720 ILCS 600/2 et seq. unless possessed in conjunction with cannabis as permitted by the Illinois Cannabis Regulation and Tax Act. This subsection shall take effect on the first day of January, 2020.

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 16th day of November,
2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 34 - TRAFFIC AND PARKING -

37. **REMOVAL OF VEHICLES.** Police officers are hereby authorized to remove or cause to be removed a vehicle from a public street or highway to the nearest garage, impound lot or other place of safety, or to a location designated by the Police Chief, under the following circumstances:...

...M. When any vehicle is used in the possession or delivery of a controlled substance as defined and included in the schedules of Article II of the Illinois Controlled Substance Act, 720 ILCS 570/101 et. seq., of cannabis over 10 grams as defined in the Cannabis Control Act, 720 ILCS 550/1 et. seq. and in violation of the Illinois Cannabis Regulation and Tax Act or drug paraphernalia when possessed with the intent to introduce a controlled substance into the human body as defined in the Drug Paraphernalia Control Act, 720 ILCS 600/2 et seq. unless possessed in conjunction with cannabis as permitted by the Illinois Cannabis Regulation and Tax Act. This subsection shall take effect on the first day of January, 2020.

Legal Department

DATE: 11/27/2019

MEMO:

TO: Mayor Moore Wolfe and the Decatur City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: The ordinance is one of two ordinances tabled at the City Council's Special Meeting held on September 30, 2019 to discuss the sale and use of cannabis.

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-17	Cover Memo
Ordinance Amending City Code Chapter 34-Traffic and Parking, Section 37-Removal of Vehicles	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2019-17

November 21, 2019

TO: Honorable Mayor Moore Wolfe

FROM: Scot Wrighton, City Manager
James Getz Jr., Police Chief
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 34 – Traffic and Parking

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 34, Section 37.

BACKGROUND: Staff requests that Council pass the proposed ordinance amendment to Chapter 34, Section 37 Removal of Vehicles. Since this Ordinance was passed, the state has amended the Cannabis Control Act and the Drug Paraphernalia Control Act, which provides that the Cannabis Regulation and Tax Act is an exception to possession under the Cannabis Control Act. This amendment reflects that exception.

RECOMMENDATION: Staff recommends the suggested language amendment to Chapter 34, Section 37.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 34 -
- TRAFFIC AND PARKING -

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

Section 1. That Chapter 34 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending language to Section 37, reflecting the amendment. Said Section 37 as so modified and amended, shall provide as follows:

37. **REMOVAL OF VEHICLES.** Police officers are hereby authorized to remove or cause to be removed a vehicle from a public street or highway to the nearest garage, impound lot or other place of safety, or to a location designated by the Police Chief, under the following circumstances:...

...M. When any vehicle is used in the possession or delivery of a controlled substance as defined and included in the schedules of Article II of the Illinois Controlled Substance Act, 720 ILCS 570/101 et. seq., of cannabis over 10 grams as defined in the Cannabis Control Act, 720 ILCS 550/1 et. seq. and in violation of the Illinois Cannabis Regulation and Tax Act or drug paraphernalia when possessed with the intent to introduce a controlled substance into the human body as defined in the Drug Paraphernalia Control Act, 720 ILCS 600/2 et seq. unless possessed in conjunction with cannabis as permitted by the Illinois Cannabis Regulation and Tax Act. This subsection shall take effect on the first day of January, 2020.

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 2nd day of December, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2019.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 34 - TRAFFIC AND PARKING -

37. **REMOVAL OF VEHICLES.** Police officers are hereby authorized to remove or cause to be removed a vehicle from a public street or highway to the nearest garage, impound lot or other place of safety, or to a location designated by the Police Chief, under the following circumstances:...

...M. When any vehicle is used in the possession or delivery of a controlled substance as defined and included in the schedules of Article II of the Illinois Controlled Substance Act, 720 ILCS 570/101 et. seq., of cannabis over 10 grams as defined in the Cannabis Control Act, 720 ILCS 550/1 et. seq. and in violation of the Illinois Cannabis Regulation and Tax Act or drug paraphernalia when possessed with the intent to introduce a controlled substance into the human body as defined in the Drug Paraphernalia Control Act, 720 ILCS 600/2 et seq. unless possessed in conjunction with cannabis as permitted by the Illinois Cannabis Regulation and Tax Act. This subsection shall take effect on the first day of January, 2020.

Police Department

DATE: 12/2/2019

MEMO: 19-56

TO: The Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr, Chief of Police

SUBJECT:
Resolution Approving the Expenditure for a Body Worn Camera System for Police

SUMMARY RECOMMENDATION:

Approve by resolution the expenditure of \$309,220.00 for the purchase of body worn cameras (BWC), body worn camera supporting equipment, in-car camera systems, software and maintenance agreements.

BACKGROUND:

The City of Decatur Police Department has recognized the need for and value of Body-Worn cameras in Law Enforcement to capture accurate audio and video evidence as well as to accurately depict police contact with citizens. The body worn cameras offers even more transparency in a time when this has been demanded by citizens. The use of body camera in conjunction with the in-car cameras should help in the efficiency of investigating crimes and citizen complaints. The body cameras should also help in the gathering and securing evidence in crimes. Many of our neighboring police departments have already transitioned to the use of body worn camera to include Champaign, Springfield, Urbana, Normal and Bloomington.

PRIOR COUNCIL ACTION: Approved the 2019 Budget which included monies to use towards the purchase of body cameras.

POTENTIAL OBJECTIONS: No Objections are anticipated, although the Police Union has yet to sign-off on the city's body cam use policies.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James E. Getz Jr. , Chief of Police, 424-2745,

jgetz@decaturil.gov and Bradley D. Allen, Lieutenant, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

Costs were placed in the 2019 and 2020 Budget.

ATTACHMENTS:

Description	Type
Staff Report	Cover Memo
Resolution Letter	Resolution Letter
Bid Exhibit A	Exhibit
Bid Exhibit B	Exhibit

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Chief James E. Getz
Subject: Purchase of a Body Camera System

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the expenditure of \$309, 220.00 for the purchase of body worn cameras (BWC), body worn camera supporting equipment, in-car camera systems, software and maintenance agreements through the Panasonic vendor, CDS Office Technologies.

BACKGROUND:

The City of Decatur Police Department has recognized the need for and value of Body-Worn cameras in Law Enforcement to capture accurate audio and video evidence as well as to accurately depict police contact with citizens. The body worn cameras offers even more transparency in a time when this has been demanded by citizens.

The Decatur Police Department researched different BWC vendors and in March 2019 began a trial to test and evaluate the Panasonic brand BWC. The Decatur Police Department has utilized the Panasonic in-car camera systems for approximately 15 years. The in-car camera systems have been durable for recording incidents, but also for the storage of electronic evidence. The proposed BWC's work together with the in-car camera system and would allow for the continued storage of future and past electronic evidence. Many of our current in-car camera systems are dated and must be updated to high definition cameras to maximize their efficiency with the recommended BWC.

During the trial, the Panasonic BWC product performed to our expectations and we were extremely satisfied with the results. Many citizen complaints were investigated by using the BWC. Evidence was also recorded on the BWC to include suspects discarding illegal firearms as they were running from police. There were only 8 officers using the BWC during the trial, thus we expect a full roll out to the department to capture even more evidences of this type.

Many of our neighboring police departments have already transitioned to the use of BWC. These cities include Springfield, Bloomington, Champaign, and Urbana.

Future electronic storage content will increase with the use of body cameras as we will store this evidence based on the State Body Camera Act and Legislation as it pertains to the retention laws. The IT Department has received an estimate of approximately \$100,000 for the additional

storage needs over the next few years, but this purchase will be made later in 2020. The additional storage cost was placed in the 2020 budget.

Both the purchase of BWC equipment and electronic storage has been placed in the 2020 budget. The 2019 budget also had monies budgeted towards the possible initial implementation of body cameras in 2019.

The rollout will begin with the replacement of the dated in-car camera systems which we hope to start in 2019. Once the new high definition in-car camera systems are placed in the squad cars, we will then begin rolling out the body camera's to officers in a manageable and controlled number. We believe the complete implementation and roll out will be completed within 6 months after the beginning date.

In the future, we expect to have increased FOIA requests but until we have a better idea of what that may look like we have not added any additional FOIA personnel to our budget. We currently have two part time FOIA Officers and could envision hiring one more part time person if the FOIA requests increase substantially.

It is recommended for the state of efficiency, officer safety and transparency the City Council approve this request for expenditure.

RESOLUTION NO. R2019-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF BODY WORN CAMERA
SYSTEM EQUIPMENT, SOFTWARE AND SERVICES FOR THE DECATUR POLICE
DEPARTMENT**

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

Section 1. That the bids received for the purchase of body worn camera system equipment, software and services for the police department presented herewith be, and it is hereby, received, placed on file and approved.

Section 2. That the bids of the bidders shown in Exhibit's A and B be accepted and purchase orders be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and he is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidders for an amount not to exceed \$ 309,220.00.

PRESENTED and ADOPTED this Second day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



CDS Office Technologies
 612 South Dirksen Parkway
 Springfield, Illinois 62703
 United States
 (P) 217-553-0726

Quotation (Open)

Date

Nov 24, 2019 03:52 PM
 CST

Modified Date

Nov 24, 2019 03:55 PM
 CST

Doc #

483994 - rev 1 of 1

Description

(24) Arbitrator 360 HD (Mk3) Solution
 with Incentive Discount

SalesRep

Clark, Ronald
 (P) 217-553-0726

Customer Contact

Allen, Brad
 (P) 217-424-2721
 ballen@decaturil.gov

Customer

DECATUR POLICE
 DEPARTMENT (27871)
 Allen, Brad
 333 S FRANKLIN ST
 DECATUR, IL 62523
 United States
 (P) 217-424-2768

Bill To

CITY OF DECATUR
 Accounts, Payable
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523
 United States
 (P) 217-450-2228
 accounts payable@decaturil.gov

Ship To

DECATUR POLICE
 DEPARTMENT
 Allen, Brad
 707 South Side Drive
 Decatur, IL 62526
 United States
 (P) 217-424-2721
 ballen@decaturil.gov

Customer PO:

Terms:

Undefined

Ship Via:

UPS Ground

Special Instructions:

DROP SHIP Refreshed Date from Previous Quote # 482865

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
State of Illinois Master Contract CMS5848520					
Panasonic Arbitrator 360 Mrk 3 Solution					
1	ARBITRATOR MK3 HD CAMERA 256GB SSD WRLS 1 INTEGRATED OPTION	ARB-KIT-HD	24	\$4,101.00	\$98,424.00
Note:					
2	ARBITRATOR 900 MHZ WIRELESS MICROPHONE FULL KIT	ARB-M90	24	\$494.00	\$11,856.00
3	BACK SEAT CAMERA INCLUDES CABLE	ARB-WV-VC31-C	24	\$373.00	\$8,952.00
4	Arbitrator WiFi Antenna Black - SMA Connectors - Threaded bolt mount	ARB-APWWQS22-RP-BL	24	\$130.00	\$3,120.00
5	Arbitrator G-Force Sensor 5 axis sensor for Panasonic Arbitrator triggering - includes cables	TGS-3DP	24	\$231.00	\$5,544.00
6	ARBITRATOR IN-CAR VIDEO, UEMS1, ON PREM STORAGE BUNDLE PER DEVICE YEAR 1,2 & 3(INCLUDES DEV	ARB-SOFICVOPBUN3	24	\$121.00	\$2,904.00

Note:

Subtotal: \$130,800.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00

Total: \$130,800.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



CDS Office Technologies
 612 South Dirksen Parkway
 Springfield, Illinois 62703
 United States
 (P) 217-553-0726

Quotation (Open)

Date

Nov 24, 2019 04:00 PM
 CST

Modified Date

Nov 24, 2019 04:18 PM
 CST

Doc

483995 - rev 1 of 1

Description

(115) Arbitrator BWC (Mk3) Solutions

SalesRep

Clark, Ronald
 (P) 217-553-0726

Customer Contact

Allen, Brad
 (P) 217-424-2721
 ballen@decaturil.gov

Customer

DECATUR POLICE
 DEPARTMENT (27871)
 Allen, Brad
 333 S FRANKLIN ST
 DECATUR, IL 62523
 United States
 (P) 217-424-2768

Bill To

CITY OF DECATUR
 Accounts, Payable
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523
 United States
 (P) 217-450-2228
 accountspayable@decaturil.gov

Ship To

DECATUR POLICE
 DEPARTMENT
 Allen, Brad
 707 South Side Drive
 Decatur, IL 62526
 United States
 (P) 217-424-2721
 ballen@decaturil.gov

Customer PO:

Terms:

Undefined

Ship Via:

UPS Ground

Special Instructions:

DROP SHIP Refreshed Date from Previous Quote # 482867

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
State of Illinois Master Contract CMS5848520					
Panasonic Arbitrator BWC Mrk 3 Solution					
1	BODY WORN CAMERA MAIN CONTROLLER UNIT	ARB-BWC3MAINKIT-T	115	\$820.00	\$94,300.00
2	BODY WORN CAMERA MAIN CONTROLLER UNIT	ARB-BWC3MAINKIT-T	3	\$0.00	\$0.00
3	BWC-MK3 FIRST PLATE (QUANTITIE 5)	ARB-TW37005	5	\$72.00	\$360.00
Note: REPLACES PART # ARB-BWC3ADAPPLT (single unit)					
4	PROTECTION PLUS - BWC KIT YEARS 1 - 3	ARB-SVCBWCKTP3Y	118	\$140.00	\$16,520.00
5	BODY WORN, UEMS1, ON PREM STORAGE BUNDLE PER DEVICE 3 YEAR (INCLUDES DEVICE LICE	ARB-SOFBWC3OPBUN3	118	\$176.00	\$20,768.00
6	MK3 BWC 8 BAY DOCK (NO NETWORK OR USB CABLES). POWER SUPPLY INCLUDED	ARB-BWC3-8BAY	15	\$1,441.00	\$21,615.00
7	USB 3.0 A-B MALE/MALE MOLDED CABLE FOR 8-BAY CHARGER	ARB-USB8FT	1	\$11.00	\$11.00
8	KF BWC KIT INCLUDING POCKET CLAMP, MOLLE	ARB-BWC3MNT-KIT	115	\$119.00	\$13,685.00
9	BWC MK3 MOLLE MOUNT	ARB-BWC3MOLMET	100	\$43.00	\$4,300.00

#	Description	Part #	Qty	Unit Price	Total
10	ONE DAY OF CONSULTING	ARB-SOFCONSULT	1	\$2,361.00	\$2,361.00
11	IT Services - BOT Certified Server Software Installation and Configuration, In Vehicle Software Installation and Configuration, Wireless Network Configuration and Testing, Administrator Training	ZBLOCKCNET	45	\$100.00	\$4,500.00

Subtotal: \$178,420.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$178,420.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

Information Technology

DATE: 12/2/2019

MEMO: 2019-6

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Jim Edwards, Director of Information Technology
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of CDS Office Technologies for the purchase of new Toughbook computers and associated technology required for recently purchased Six 2020 Ford Police Interceptors and one 2020 Ford Interceptor Hybrid Utility Vehicle.

SUMMARY RECOMMENDATION: Staff recommends awarding a purchase order in the amount of \$77,749 for the purchase of seven Toughbook computers, Arbitrator technology package, and all associated mounting for the seven Police Interceptors recently ordered.

BACKGROUND:

The City of Decatur Police Department has seven new 2020 Ford Police Interceptors on order. Police vehicles come from the manufacturer without the standard equipment required by the Police Department which enables them to be used for police functions. This specific resolution includes the purchase of seven new Toughbook computers, Arbitrator technology packages, and all associated mounting hardware to be used in these new vehicles.

It is proposed that the City Council approve the purchase of the computer equipment to be used in the seven new 2020 Ford Police Interceptors. The total cost of this computer and associated equipment is \$77,749.

PRIOR COUNCIL ACTION: Council approved the purchase of six 2020 Ford Interceptor Utility Vehicles in the amount of \$325,020.00 on September 16, 2019, Resolution No. R2019-134 and one 2020 Ford Interceptor Hybrid Utility Vehicle in the amount of \$52,465 on September 16, 2019, Resolution No R2019-133. Orders for the equipment to outfit these vehicles was held to ensure current equipment revisions were purchased in the timing of vehicle delivery. Both Memo's for these purchases estimated computer and technology cost in the original vehicle purchase documentation.

POTENTIAL OBJECTIONS: There are no known objections

INPUT FROM OTHER SOURCES: Information Technology wrote the bid specifications based on Police Department requirements

STAFF REFERENCE: Jim Edwards, Director of Information Technology

BUDGET/TIME IMPLICATIONS: Funds for this purchase will come from financing being obtained by the City Treasurer for the purchase of the vehicles and all associated technology required to outfit them. Total for this purchase will not exceed \$77,749.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Quote	Backup Material
Prior Resolution R2019-133	Backup Material
Prior Resolution R2019-134	Backup Material
Bid Summary	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF CDS OFFICE TECHNOLOGIES
FOR THE PURCHASE OF SEVEN NEW TOUGHBOOK COMPUTERS AND
ASSOCIATED TECHNOLOGY FOR RECENTLY PURCHASED SIX 2020 FORD
INTERCEPTOR UTILITY VEHICLES AND ONE 2020 FORD INTERCEPTOR
HYBRID UTILITY VEHICLE**

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

Section 1. That the quote of the bid received for six (7) CF-31 Toughbook Computers, Arbitrator hardware, and Havis Docking Stations with Power Supplies, bid presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the quote received from CDS Office Technologies, in the amount of \$77,749, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur and CDS Office Technologies for their price of \$77,749.00.

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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



CDS Office Technologies
 612 South Dirksen Parkway
 Springfield, Illinois 62703
 United States
 (P) 217-553-0726

Quotation (Open)

Date

Sep 06, 2019 10:03 PM
 CDT

Modified Date

Sep 06, 2019 10:36 PM
 CDT

Doc

482978 - rev 1 of 1

Description

(7) Arbitrator 360 HD (Mk3)
 Solutions (7) TB 31 Solutions for New
 Vehicles

SalesRep

Clark, Ronald
 (P) 217-553-0726

Customer Contact

Allen, Brad
 (P) 217-424-2721
 ballen@decaturil.gov

Customer

DECATUR POLICE
 DEPARTMENT (27871)
 Allen, Brad
 333 S FRANKLIN ST
 DECATUR, IL 62523
 United States
 (P) 217-424-2768

Bill To

CITY OF DECATUR
 Accounts, Payable
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523
 United States
 (P) 217-450-2228
 accountspayable@decaturil.gov

Ship To

DECATUR POLICE
 DEPARTMENT
 Allen, Brad
 707 South Side Drive
 Decatur, IL 62526
 United States
 (P) 217-424-2721
 ballen@decaturil.gov

Customer PO:

Terms:

Undefined

Ship Via:

UPS Ground

Special Instructions:

DROP SHIP

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
State of Illinois Master Contract CMS5848520					
Panasonic Arbitrator 360 Mrk 3 Solution					
1	ARBITRATOR MK3 HD CAMERA 256GB SSD WRLS 1 INTEGRATED OPTION	ARB-KIT-HD	7	\$4,493.00	\$31,451.00
Note:					
2	ARBITRATOR 900 MHZ WIRELESS MICROPHONE FULL KIT	ARB-M90	7	\$494.00	\$3,458.00
3	BACK SEAT CAMERA INCLUDES CABLE	ARB-WV-VC31-C	7	\$373.00	\$2,611.00
4	Arbitrator WiFi Antenna Black - SMA Connectors - Threaded bolt mount	ARB-APWWQS22-RP-BL	7	\$130.00	\$910.00
5	Arbitrator G-Force Sensor 5 axis sensor for Panasonic Arbitrator triggering - includes cables	TGS-3DP	7	\$231.00	\$1,617.00
6	ARBITRATOR IN-CAR VIDEO, UEMS1, ON PREM STORAGE BUNDLE PER DEVICE YEAR 1,2 & 3(INCLUDES DEV	ARB-SOFICVOPBUN3	7	\$121.00	\$847.00
Note:					
7	COMMON TRIGGER BOX (CTB) WITH POWER CABLE. (NO ANTENNA)	ARB-BWC3CTB	7	\$271.00	\$1,897.00

#	Description	Part #	Qty	Unit Price	Total
8	NEW BWC MK3 IN-VEHICLE PAIRING DOCK W/WIRING HARNESS/MOUNTING BRAC	ARB-BWC3PAIRDCK-A	7	\$224.00	\$1,568.00
9	LOW PROFILE BLADE TYPE ANTENNA.	ARB-BWCBLANT-BLB	7	\$80.00	\$560.00
Panasonic Toughbook 31 Mrk 6 Public Sector Premium Model - 4th Year Ext Warranty - Dual Pass Dock					
10	Toughbook 31 Mrk 6 Public Sector Premium Model Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 13.1" XGA Touch, 16GB(8+8), 256GB SSD, Intel Wi-Fi, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:selectable), No PC/Expresscard, 4G LTE-Advanced Multi Carrier (EM7455), dGPS, Emissive Backlit Keyboard, DVD, Note: Flat, CF-SVCPDEP3Y - Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1,2,3), CF-SVCLTNF3YR - Protection Plus Warranty - Laptop (Years 1, 2 &3), CF-SVC256SSD3Y - 256GB SSD - Toughbook No return of defective drive (Years 1,2 & 3), CF-SVCADDP12B - Absolute Resilience - 12 Month Term - Panasonic PS Bundle SLED customer only.	CF-318B-02VM	7	\$3,766.00	\$26,362.00
11	Toughbook 4th Year Extended Warranty Extended service agreement - parts and labor - 1 year - for Toughbook 31	CF-SVCLTEXT1Y	7	\$186.00	\$1,302.00
12	Dual-pass Docking Station for TB 31	DS-PAN-111-2	7	\$610.00	\$4,270.00
13	TB 31 dock power supply	LPS-104	7	\$128.00	\$896.00

Subtotal:	\$77,749.00
Tax (0.000%):	\$0.00
Shipping:	\$0.00
Total:	\$77,749.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

RESOLUTION NO. R2019-133

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS BID PRICE
OF BOB RIDINGS FORD INC., FOR THE PURCHASE OF ONE (1) 2020 FORD
INTERCEPTOR HYBRID UTILITY VEHICLE**

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

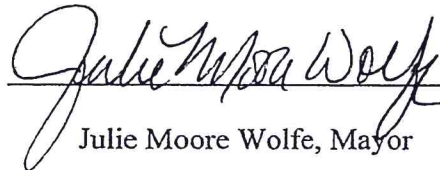
Section 1. That the bid received for one (1) 2020 Ford Interceptor Hybrid Utility Vehicle, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Bob Ridings Ford Inc., in the amount of \$52,465 be accepted and a purchase order be awarded accordingly.

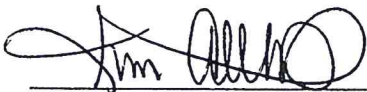
Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Bob Ridings Ford Inc., for their bid price of \$52,465.

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 16th day of September 2019.


Julie Moore Wolfe, Mayor

ATTEST:


Kim Althoff, City Clerk

RESOLUTION NO. R 2019-134

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS BID PRICE
OF BOB RIDINGS FORD INC., FOR THE PURCHASE
OF SIX (6) 2020 FORD INTERCEPTOR UTILITY VEHICLES**

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

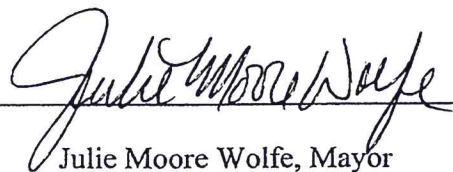
Section 1. That the bid received for six (6) 2020 Ford Interceptor Utility Vehicles, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Bob Ridings Ford Inc., in the amount of \$325,020, be accepted and a purchase order be awarded accordingly.

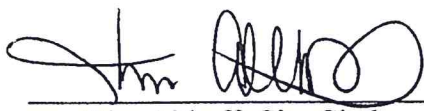
Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Bob Ridings Ford Inc., for their bid price of \$325,020.

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 16th day of September 2019.


Julie Moore Wolfe, Mayor

ATTEST:


Kim Althoff, City Clerk

Project Name: Police Vehicle Computer Technology				CDS Office Technologies		Tough Rugged Laptops	
Bid Date: September 6, 2019				Springfield, IL		Anaheim, CA	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	Arbitrator MK3 HD Camera #ARB-KIT-HD	7		\$4,493.00	\$31,451.00	\$4,876.28	\$34,133.96
	Arbitrator 900 MHZ Wireless Microphone Full Kit #ARB-M90	7		\$494.00	\$3,458.00	\$535.76	\$3,750.32
	Back Seat Camera ARB-WV-VC31-C	7		\$373.00	\$2,611.00	\$407.82	\$2,854.74
	Arbitrator WiFi Antenna ARB-APWWQS22-RP-BL	7		\$130.00	\$910.00	\$130.65	\$914.55
	Arbitrator G-Force Sensor TGS-3DP	7		\$231.00	\$1,617.00	\$233.27	\$1,632.89
	Arbitrator In-Car Video ARB-SOFICVOPBUN3	7		\$121.00	\$847.00	\$150.00	\$1,050.00
	Common Trigger Box with power Cable ARB-BWC3CTB	7		\$271.00	\$1,897.00		No Bid
	BWC MK3 In-Vehicle Pairing Dock w/wiring Harness/Mounting Bracket ARB-BWC3PAIRDCK-A	7		\$224.00	\$1,568.00		No Bid
	Low Profile Blade type Antenna ARB-BWCBLANT-BLB	7		\$80.00	\$560.00	\$139.00	\$973.00 **
	Toughbook 31 MRK6 CF-318B-02VM	7		\$3,766.00	\$26,362.00	\$3,500.86	\$24,506.02
	Toughbook 4th Year Extended Warranty parts & labor CF-SVCLTEXT1Y	7		\$186.00	\$1,302.00		No Bid
	Dual Pass Docking Station for TB31 DS-PAN-111-2	7		\$610.00	\$4,270.00	\$620.66	\$4,344.62
	TP31 Dock Power Supply LPS-104	7		\$128.00	\$896.00	\$179.07	\$1,253.49
	Shipping	1		\$0.00	\$0.00	\$271.23	\$271.23

** Bid Alternate antenna AP-CG-Q-S22-BL

\$77,749.00

\$75,684.82

Public Works

DATE: 11/22/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2360 West Ash Avenue

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 2360 West Ash Avenue
2. 3232 Burt Drive
3. 2443 Captain Lane
4. 3600 West Catherine Street
5. 4128 Dean Drive
6. 3200 Desert Inn Road
7. 3320 Desert Inn Road
8. 4125 Doneta Avenue
9. 3323 Las Vegas Drive
10. 1982 Solar Avenue
11. 2233 Thunderbird Drive
12. 2245 Thunderbird Drive
13. 2401 Thunderbird Drive

BACKGROUND: The subject properties are being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Secretary. 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 2360 West	Ordinance

Ash Avenue

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2360 WEST ASH AVENUE**

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 Floyd and Donna Shoemaker, requesting that there be annexed to the City territory described as:

LOT 2 MCCLAINS COUNTRY ESTATES

PIN# 07-07-29-276-018

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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

FLOYD SHOEMAKER

DONNA SHOEMAKER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2360 W. Ash Avenue, and legally described as follows:

LOT 2 MCCLAINS COUNTRY ESTATES

PIN #07-07-29-276-018 _____

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.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

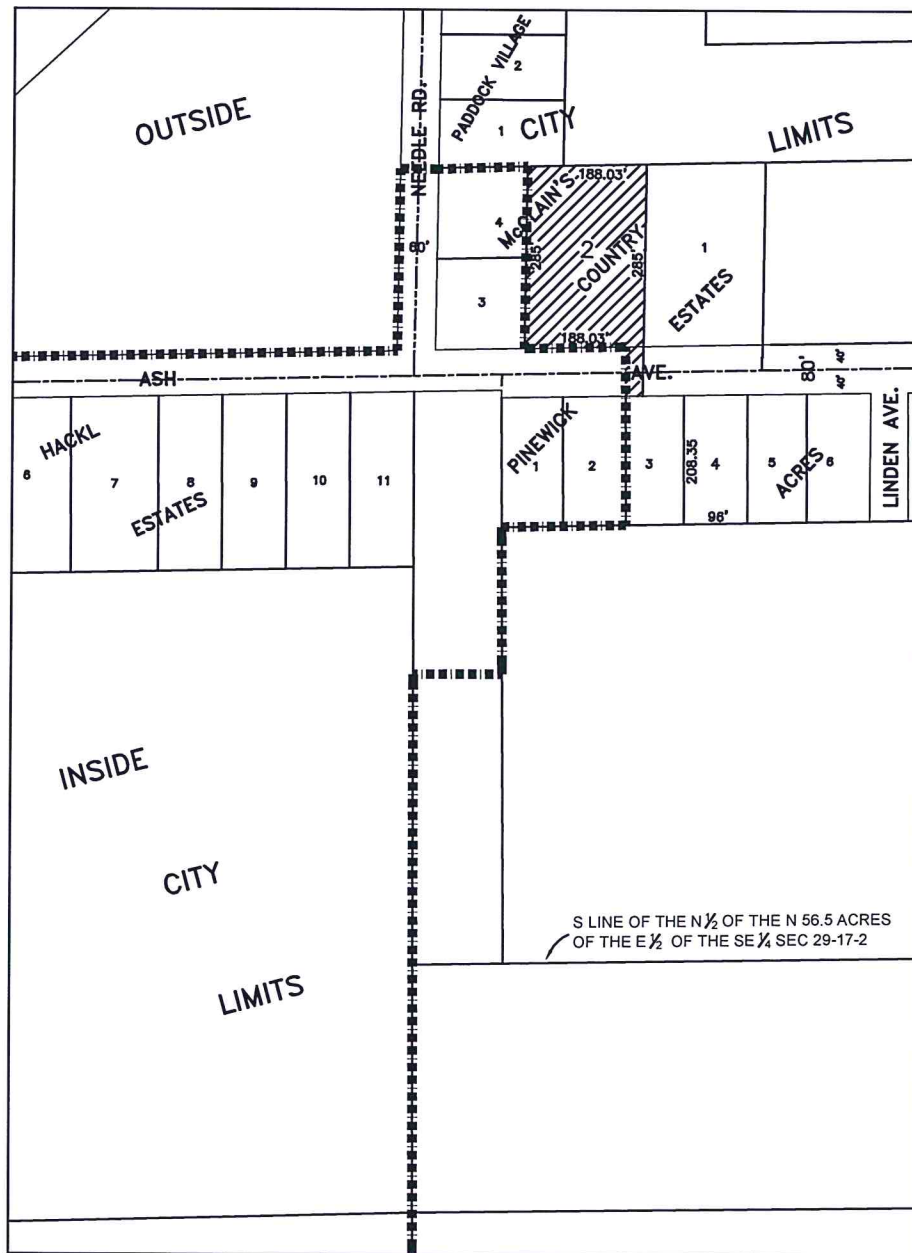
<u>Floyd Shoemaker</u>	<u>FLOYD SHOEMAKER</u>	<u>2360 W. ASH AVE, DECATUR IL</u>
<u>Donna Shoemaker</u>	<u>DONNA SHOEMAKER</u>	

Signed and sworn to before me this 13th day of November, 2019

Tara R. Bachstein

Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2360 WEST ASH AVENUE



indicates territory annexed



indicates existing corporate limits

1.23± acres

AREA 0.0019± sq. miles

30± lin. ft. of public road

HICKORY POINT township



11/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 11/22/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3232 Burt Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3232 Burt Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3232 BURT 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 Dorothy Centers, requesting that there be annexed to the City territory described as:

LOT 9 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300
PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 04-12-05-301-009

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto 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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

Dorothy Centers

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3232 Burt Avenue, and legally described as follows:

LOT 9 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #04-12-05-301-009 _____

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

SIGNATURE

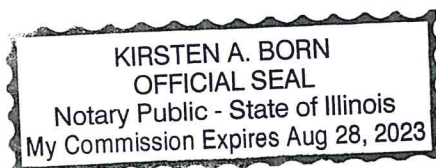
PRINTED NAME

STREET ADDRESS, CITY, STATE

Dorothy Centers Dorothy Centers 3232 Burt Decatur IL

Signed and sworn to before me this 8 day of November, 2019

Kirsten A. Born
Notary Public



3232 BURT DRIVE



0.48± acres

0 lin. ft. of public road

DECATUR township



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.

DATE: _____

Public Works

DATE: 11/22/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2443 Captain Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2443 Captain Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2443 CAPTAIN LANE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Ronald E. Sloan and Deborah A. Sloan, requesting that there be annexed to the City territory described as:

LOT 52 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK
300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS

PIN# 04-12-05-304-010

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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

Ronald E. Sloan

DEBORAH A. SLOAN

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2443 Captain Lane, and legally described as follows:

LOT 52 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-05-304-010 _____

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

SIGNATURE

PRINTED NAME

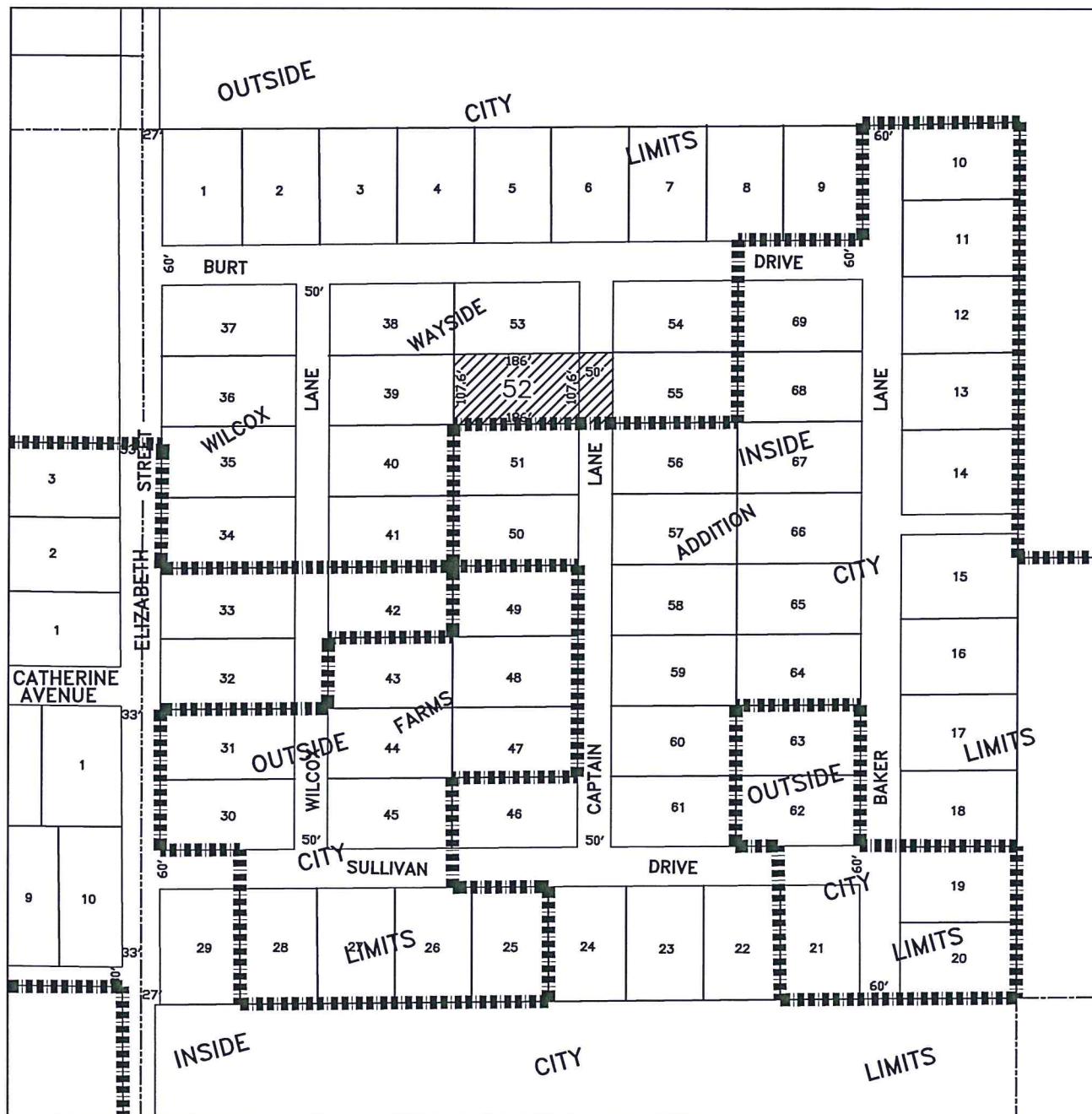
STREET ADDRESS, CITY, STATE

Ronald E. Sloan Ronald E. Sloan 2443 Captain Lane Decatur, IL
Deborah A. Sloan DEBORAH A. SLOAN 2443 CAPTAIN LN, DECATUR, IL

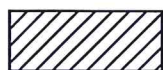


Signed and sworn to before me this 7 day of November, 2019

Carl D Nerhus
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2443 CAPTAIN LANE



indicates territory annexed



indicates existing corporate limits
0.459± acres

AREA 0.0007± sq. miles

108± lin. ft. of public road

DECATUR township



N.T.S.



11/20/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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: 11/22/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3600 West Catherine Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3600 West Catherine Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3600 WEST CATHERINE STREET**

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 Kevin D. Rhodes and Maggie A. Rhodes, requesting that there be annexed to the City territory described as:

THE VIRGINIA 2ND ADDITION LOT 2 EXC THE W 104' THEREOF, AS PER PLAT RECORDED IN BOOK 802 PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-06-426-004

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

Kevin D Rhodes Maggie A Rhodes

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3600 W. Catherine Street, and legally described as follows:

THE VIRGINIA 2ND ADDITION LOT 2 EXC THE W 104' THEREOF, AS PER PLAT RECORDED IN BOOK 802 PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-06-426-004 _____

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Maggie Rhodes</u>	<u>Maggie Rhodes</u>	<u>3600 Catherine St. Decatur, IL</u>
<u>Kevin Rhodes</u>	<u>Kevin Rhodes</u>	<u>3600 Catherine St. Decatur, IL</u>

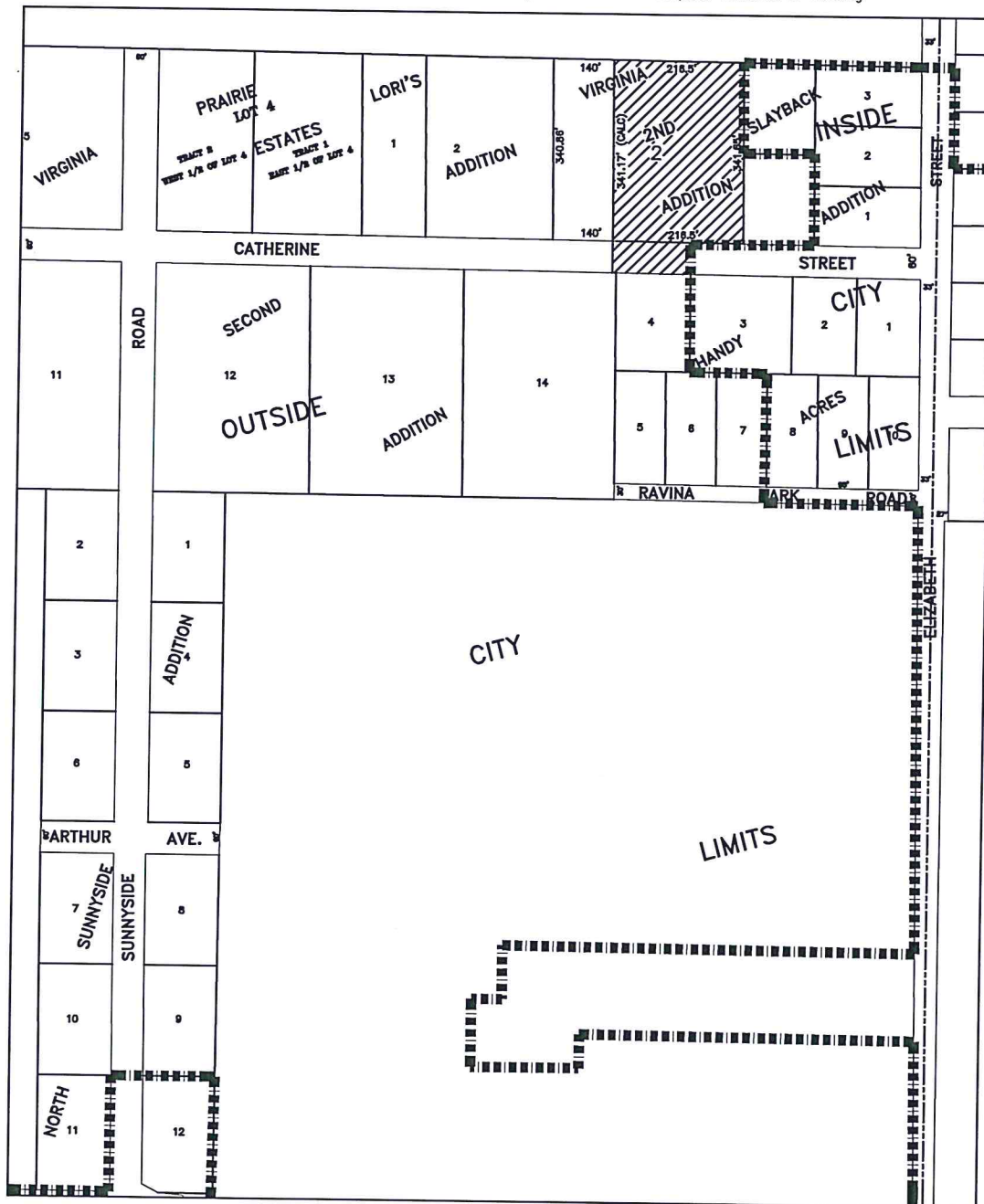
Maggie Rhodes
Kevin Rhodes

Signed and sworn to before me this 4 day of November, 2019

Kirsten A. Born
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3600 CATHERINE STREET



indicates territory annexed



indicates existing corporate limits

1.70± acres

AREA 0.0027± sq. miles

143± lin. ft. of public road

DECATUR township



N.T.S.



11/22/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 11/22/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4128 Dean Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4128 Dean Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4128 DEAN 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 Nick Beauford, requesting that there be annexed to the City territory described as:

LOT 15 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-28-303-001

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

Nick BEAUFORD

Richard BEAUFORD

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4128 Dean Drive, and legally described as follows:

LOT 15 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-28-303-001 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Nick Beauford Nick BEAUFORD 4128 DEAN DR. DECATUR, IL 62526

Signed and sworn to before me this 5 day of November, 2019

Kirsten A. Born

Notary Public





PAUL E. CASWELL
082-062825
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

DATE: _____ Page 172 of 243

Public Works

DATE: 11/22/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3200 Desert Inn Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3200 Desert Inn Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3200 DESERT INN ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Deborah A. Johnson and Zachary W. Johnson, requesting that there be annexed to the City territory described as:

LOT 44 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-32-435-005

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.)

Deborah A. Johnson, Sean G. Johnson, Zachary W. Johnson

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3200 Desert Inn Road, and legally described as follows:

LOT 44 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-32-435-005 _____

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

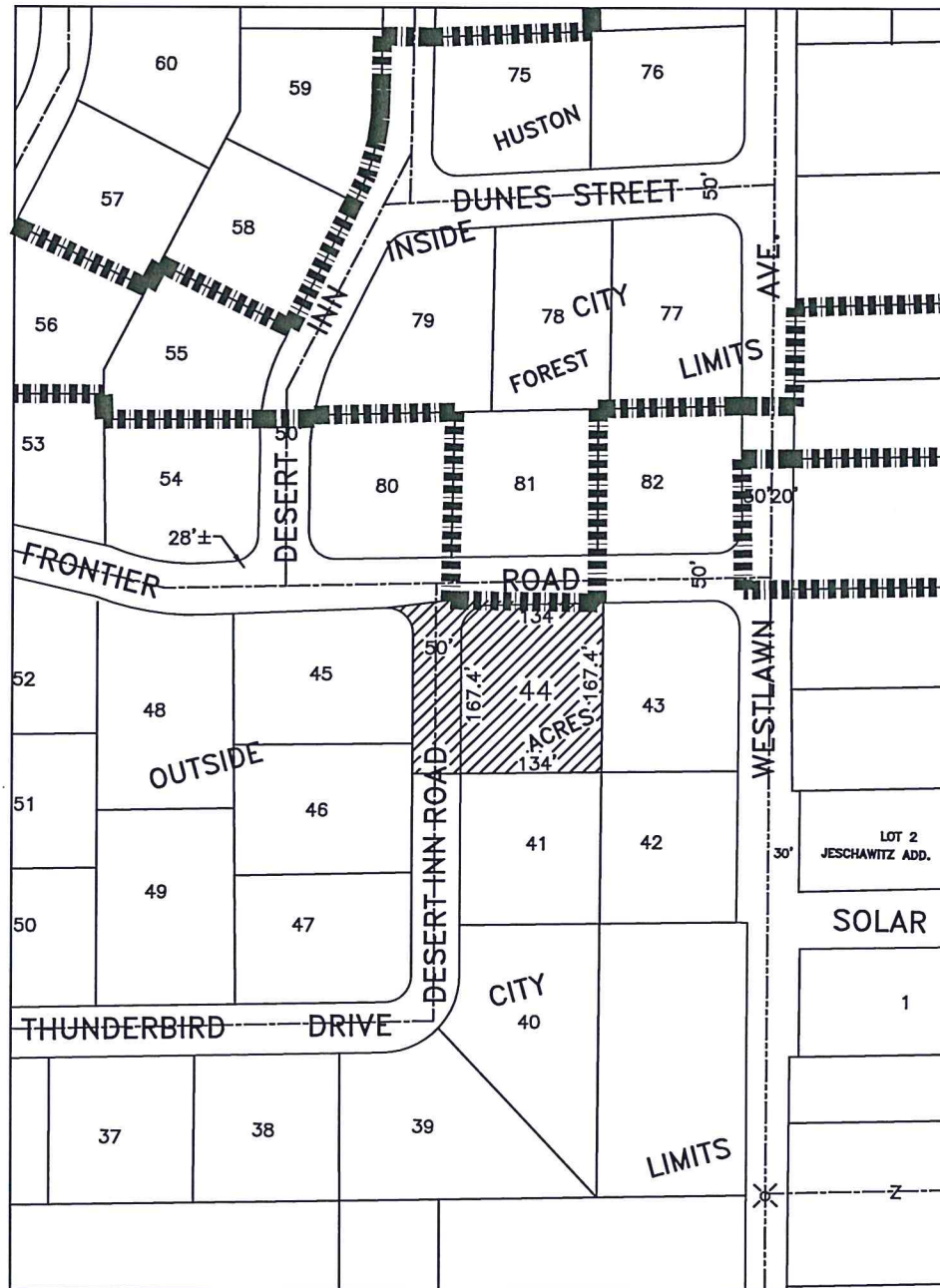
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Deborah A. Johnson</u>	<u>Deborah A. Johnson</u>	<u>3200 Desert Inn Rd, Decatur, IL</u>
<u>Zachary W. Johnson</u>	<u>Zachary W. Johnson</u>	<u>3200 Desert Inn Rd, Decatur, IL</u>

Signed and sworn to before me this 1st day of November, 2019

Ashley Estell
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3200 DESERT INN ROAD



indicates territory annexed



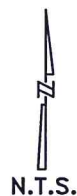
indicates existing corporate limits

0.515± acres

AREA 0.0008± sq. miles

167± lin. ft. of public road

HICKORY POINT township



N.T.S.



11/02/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 11/23/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3320 Desert Inn Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3320 Desert Inn Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3320 DESERT INN ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Elaine G. Prince, requesting that there be annexed to the City territory described as:

LOT 80 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-32-431-004

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

ELAINE G. PRINCE

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3320 Desert Inn Road, and legally described as follows:

LOT 80 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-32-431-004 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Elaine G. Prince

ELAINE G. PRINCE

3320 Desert Inn Rd Decatur
IL 62526

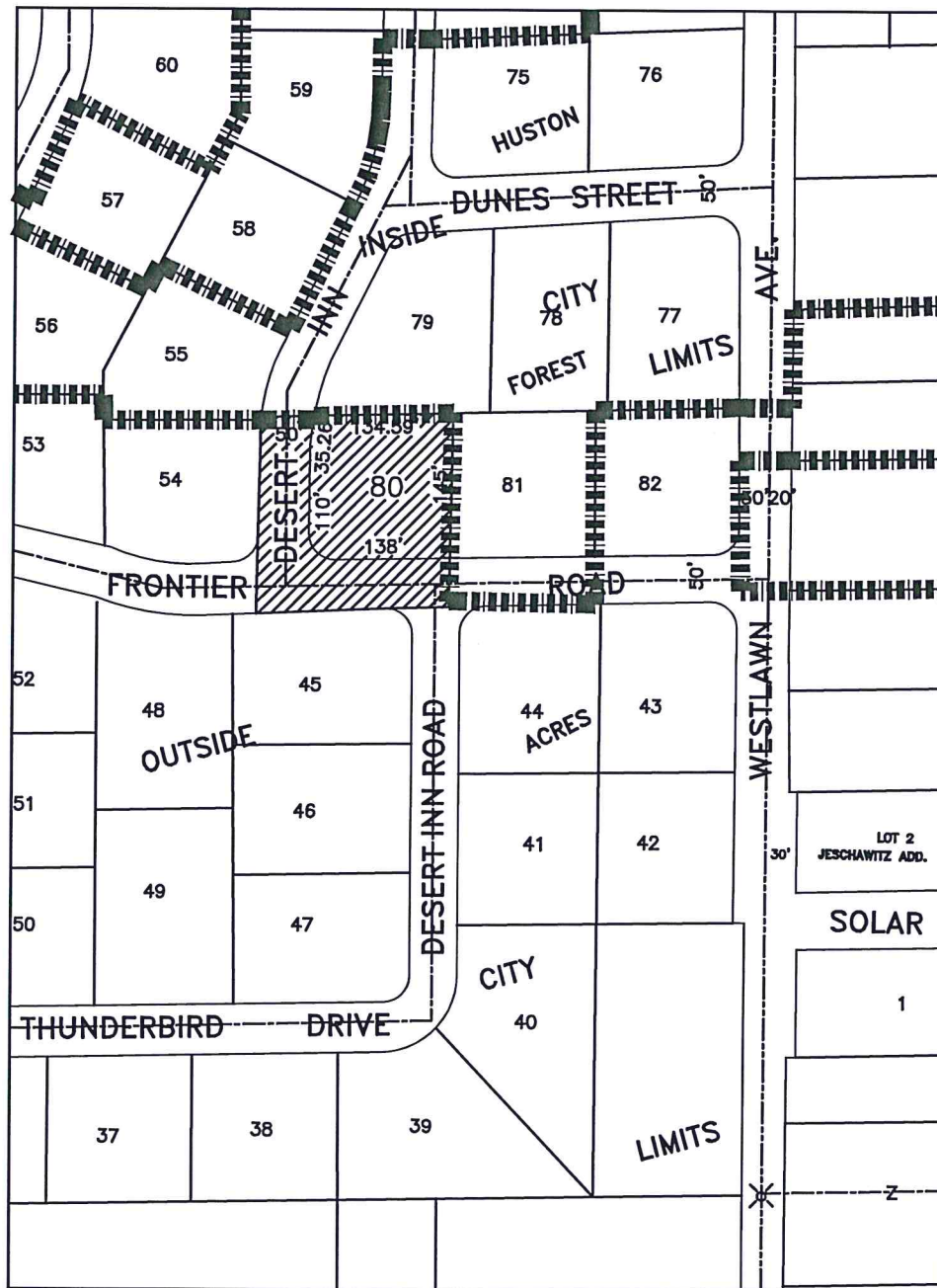
Signed and sworn to before me this 6 day of November, 20 19

Kirsten A. Born

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3320 DESERT INN ROAD



indicates territory annexed



indicates existing corporate limits

0.453± acres

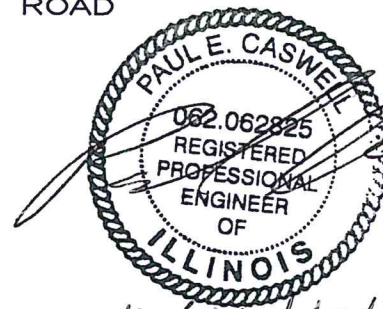
AREA 0.0007± sq. miles

323± lin. ft. of public road

HICKORY POINT township



N.T.S.



11/22/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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: 11/23/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4125 Doneta Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4125 Doneta Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4125 DONETA AVENUE**

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 David M. Durbin and David O. Wallace, requesting that there be annexed to the City territory described as:

LOT 10 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-28-303-004

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

David Durbin

David Wallace

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4125 Doneta Avenue, and legally described as follows:

LOT 10 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-28-303-004 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>David Durbin</u>	<u>David Durbin</u>	
<u>David Wallace</u>	<u>David Wallace</u>	<u>4125 Doneta Ave</u>
		<u>Decatur IL</u>

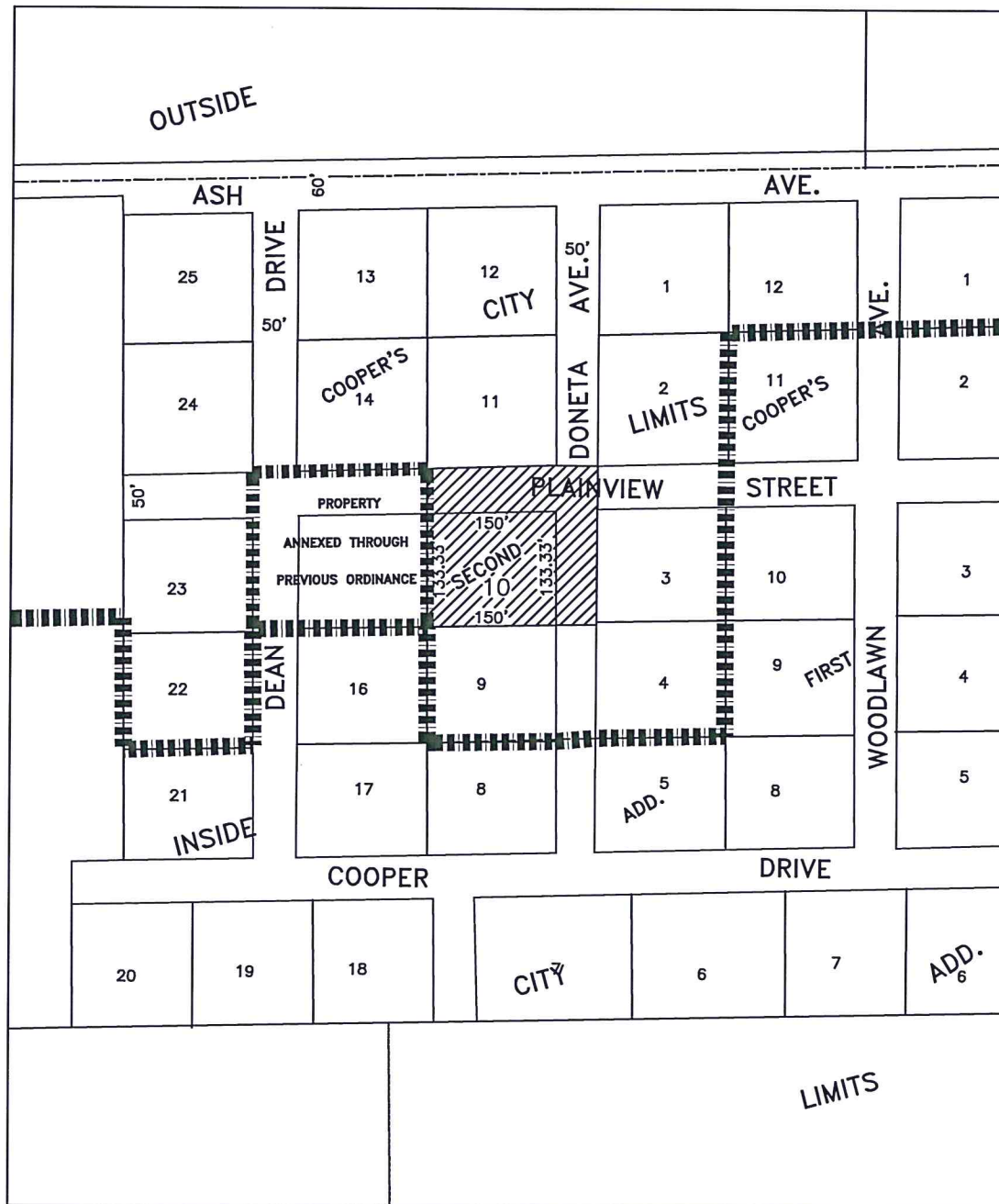
Signed and sworn to before me this 15th day of November, 2019

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4125 DONETA AVENUE



indicates territory annexed



indicates existing corporate limits

0.459± acres

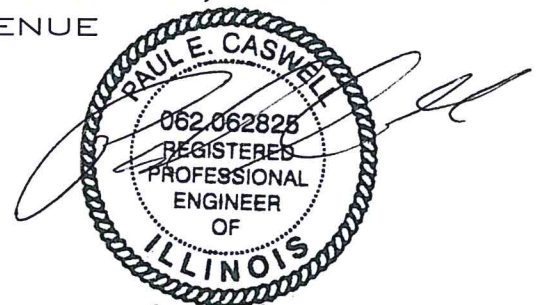
AREA 0.0007± sq. miles

283± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____ Page 187 of 243

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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: 11/23/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3323 Las Vegas Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3323 Las Vegas Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3323 LAS VEGAS 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 Marvin O. Hulva and Sherry E. Hulva, requesting that there be annexed to the City territory described as:

LOT SIXTEEN (16) OF HUSTON FOREST ACRES, AN ADDITION OF OUTLOTS TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 300, PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-429-002

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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3323 Las Vegas, and legally described as follows:

LOT SIXTEEN (16) OF HUSTON FOREST ACRES, AN ADDITION OF OUTLOTS TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 300, PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN # 07-07-32-429-002

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

SIGNATURE

PRINTED NAME

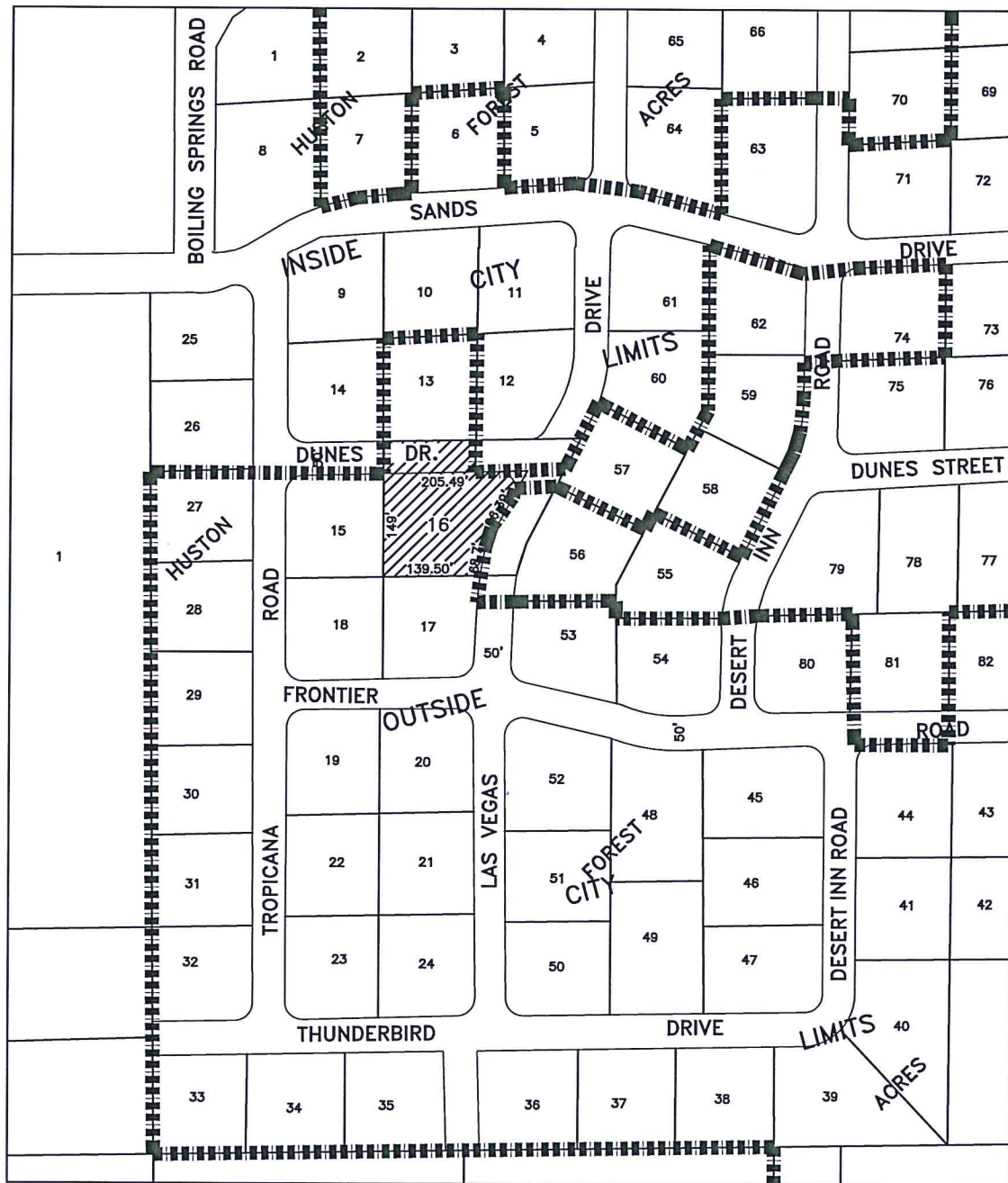
STREET ADDRESS, CITY, STATE

<u>Marvin Hulva</u>	<u>MARVIN = HULVA</u>	<u>3305 Desert Inn Dec, IL</u>
<u>Sherry E Hulva</u>	<u>SHERRY E HULVA</u>	<u>3305 Desert Inn, Dec, IL</u>

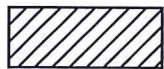
Signed and sworn to before me 7th day of November, 2019



Tara R Bachstein
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3323 LAS VEGAS DRIVE



indicates territory annexed



indicates existing corporate limits

0.616± acres

AREA 0.0009± sq. miles

134± lin. ft. of public road

HICKORY POINT township



N.T.S.



11/22/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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: 11/23/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1982 Solar Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1982 Solar Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1982 SOLAR AVENUE**

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 Lundee B, Corman, requesting that there be annexed to the City territory described as:

LOT 7 SOLAR HEIGHTS, AS PER PLAT RECORDED IN BOOK 1575 PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-33-302-016

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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

Lundee B. Corman

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1982 Solar Avenue, and legally described as follows:

LOT 7 SOLAR HEIGHTS, AS PER PLAT RECORDED IN BOOK 1575 PAGE 245 OF THE RECORDS
IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

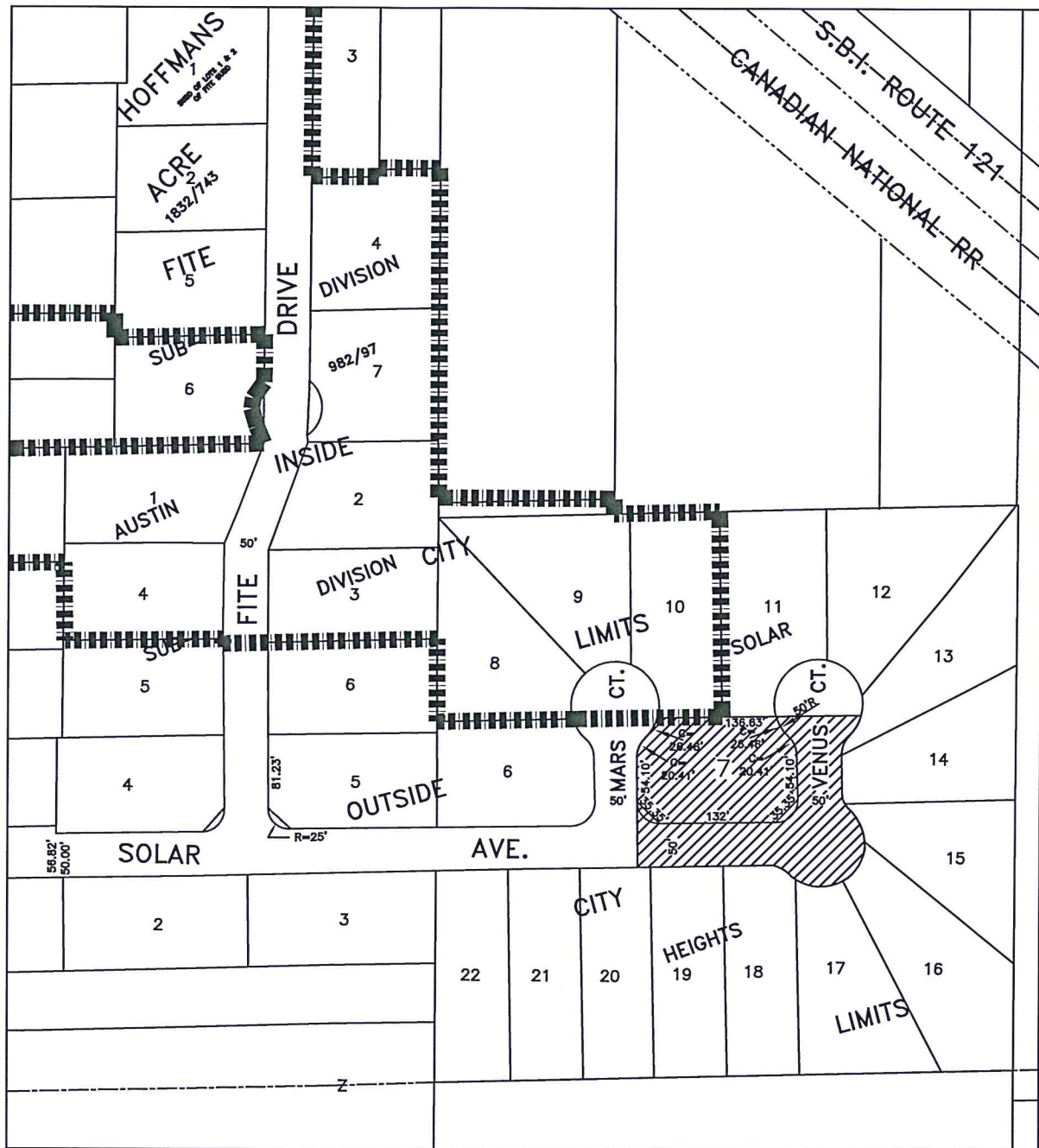
PIN #07-07-33-302-016 _____

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>Lundee B. Corman</u>	<u>Lundee B. Corman</u>	<u>1982 Solar Ave</u>
		<u>Decatur, IL</u>

Signed and sworn to before me this 7 day of November, 2019
Kirsten A. Born
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1982 SOLAR AVENUE



indicates territory annexed



indicates existing corporate limits
0.47± acres

AREA 0.0007± sq. miles

355± lin. ft. of public road

HICKORY POINT township



N.T.S.



11/22/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____ Page 197 of 243

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 11/23/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2233 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2233 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2233 THUNDERBIRD 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 Rodney R. Finke and Cynthia J. Finke, requesting that there be annexed to the City territory described as:

LOT 38 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-32-435-003

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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

The undersigned, under oath, respectfully 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.) _____

Rodney R Finke
Cynthia S Finke

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2233 Thunderbird Drive, and legally described as follows:

LOT 38 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-32-435-003 _____

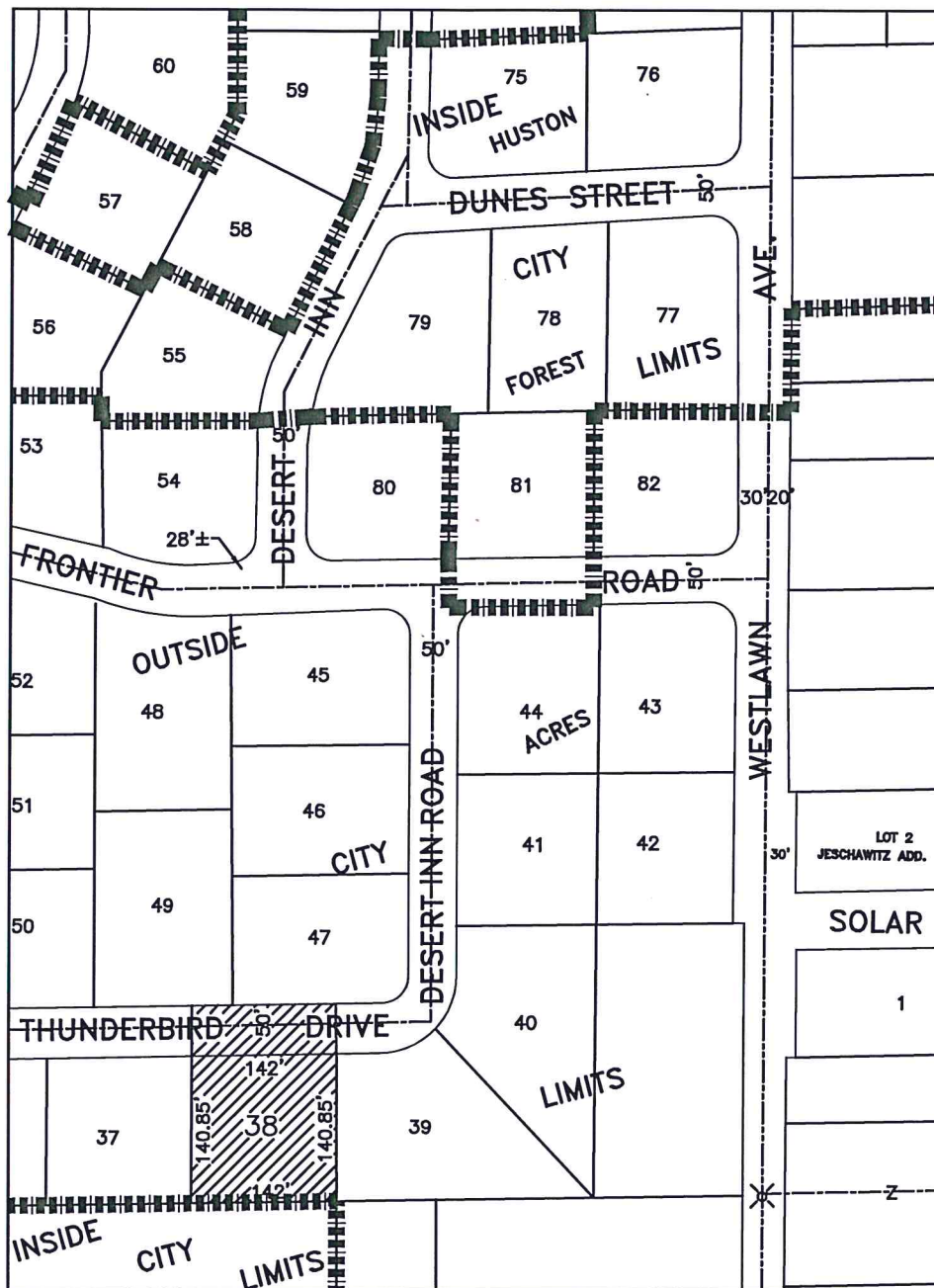
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Cynthia Finke</u>	Cynthia Finke	2233 Thunderbird Decatur IL
<u>Rodney Finke</u>	Rodney Finke	2233 Thunderbird Decatur IL

Signed and sworn to before me this 5th day of November, 2019

Beverly J. Bahlman
 Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2233 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

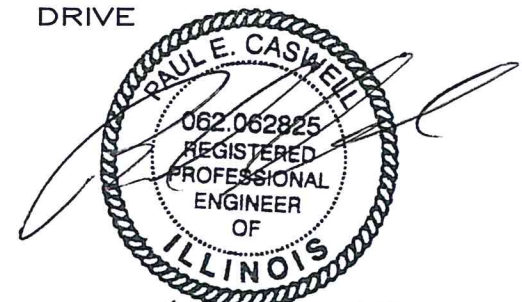
AREA 0.0007± sq. miles

142± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____ Page 202 of 243

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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: 11/23/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2245 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2245 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2245 THUNDERBIRD 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 Danny Lee VanFleet and Jodi Lynn VanFleet, requesting that there be annexed to the City territory described as:

LOT 37 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-32-435-002

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 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

Danny L. Van Fleet
Jodi L. Van Fleet

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2245 Thunderbird Drive, and legally described as follows:

LOT 37 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-32-435-002 _____

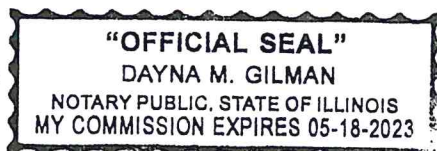
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

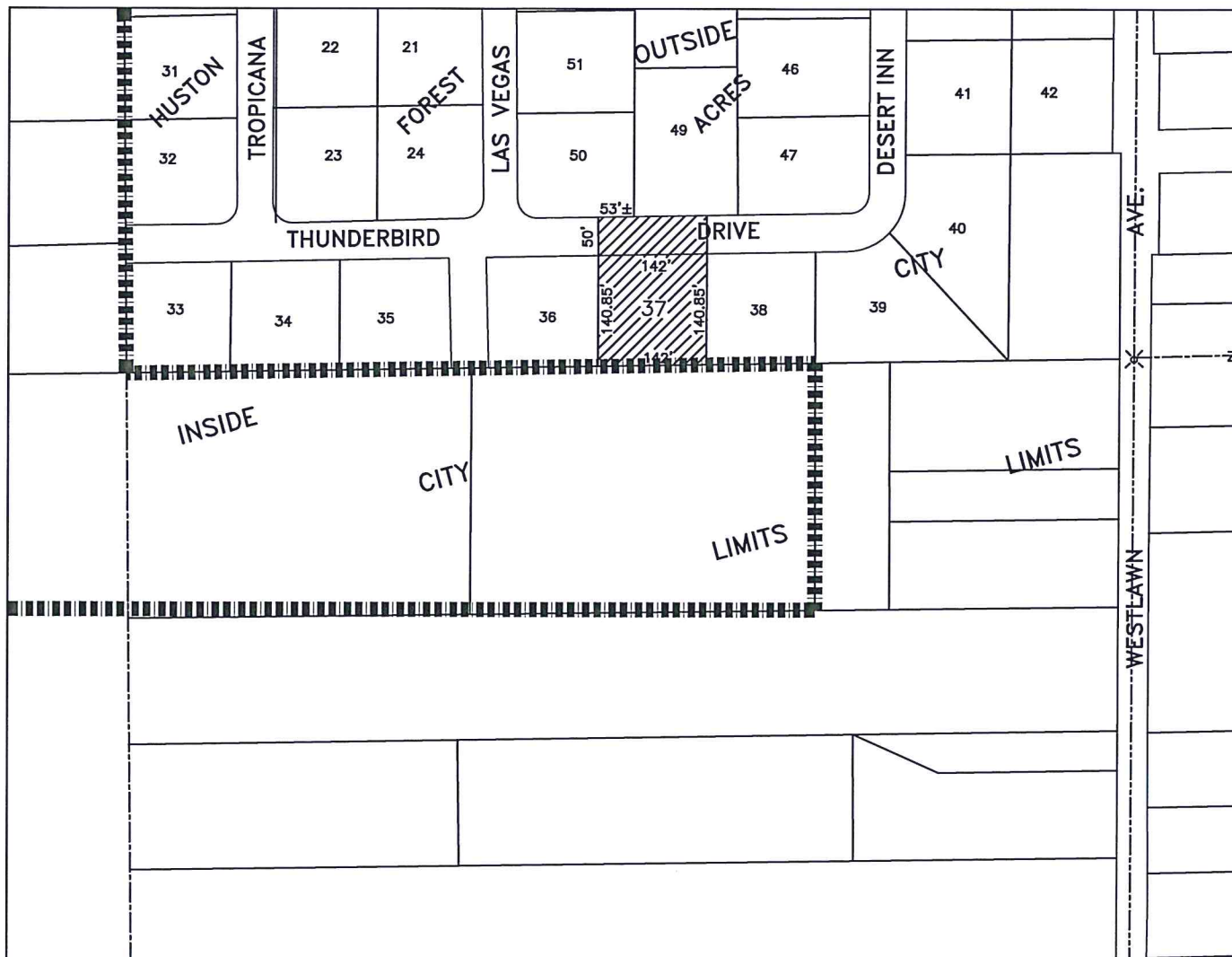
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Danny Van Fleet</u>	<u>Danny Lee Van Fleet</u>	<u>2245 Thunderbird Dr</u>
<u>Jodi Van Fleet</u>	<u>Jodi Lynn Van Fleet</u>	<u>Decatur, IL</u>
		<u>2245 Thunderbird Dr</u>
		<u>Decatur, IL</u>

Signed and sworn to before me this 28 day of October, 2019

Dayna M. Gilman
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2245 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

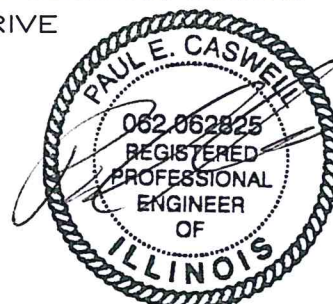
AREA 0.0007± sq. miles

142± lin. ft. of public road

HICKORY POINT township



N.T.S.



11/26/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 11/23/2019

MEMO: 2019-212

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2401 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2401 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2401 THUNDERBIRD 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 Wayne Tackaberry, requesting that there be annexed to the City territory described as:

HUSTON FOREST ACRES LOT 33

PIN# 07-07-32-434-001

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of December 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully 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.) _____

Wayne Tackberry

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2401 Thunderbird Drive, and legally described as follows:

HUSTON FOREST ACRES LOT 33

PIN #07-07-32-434-001 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Wayne Tackberry

Wayne Tackberry

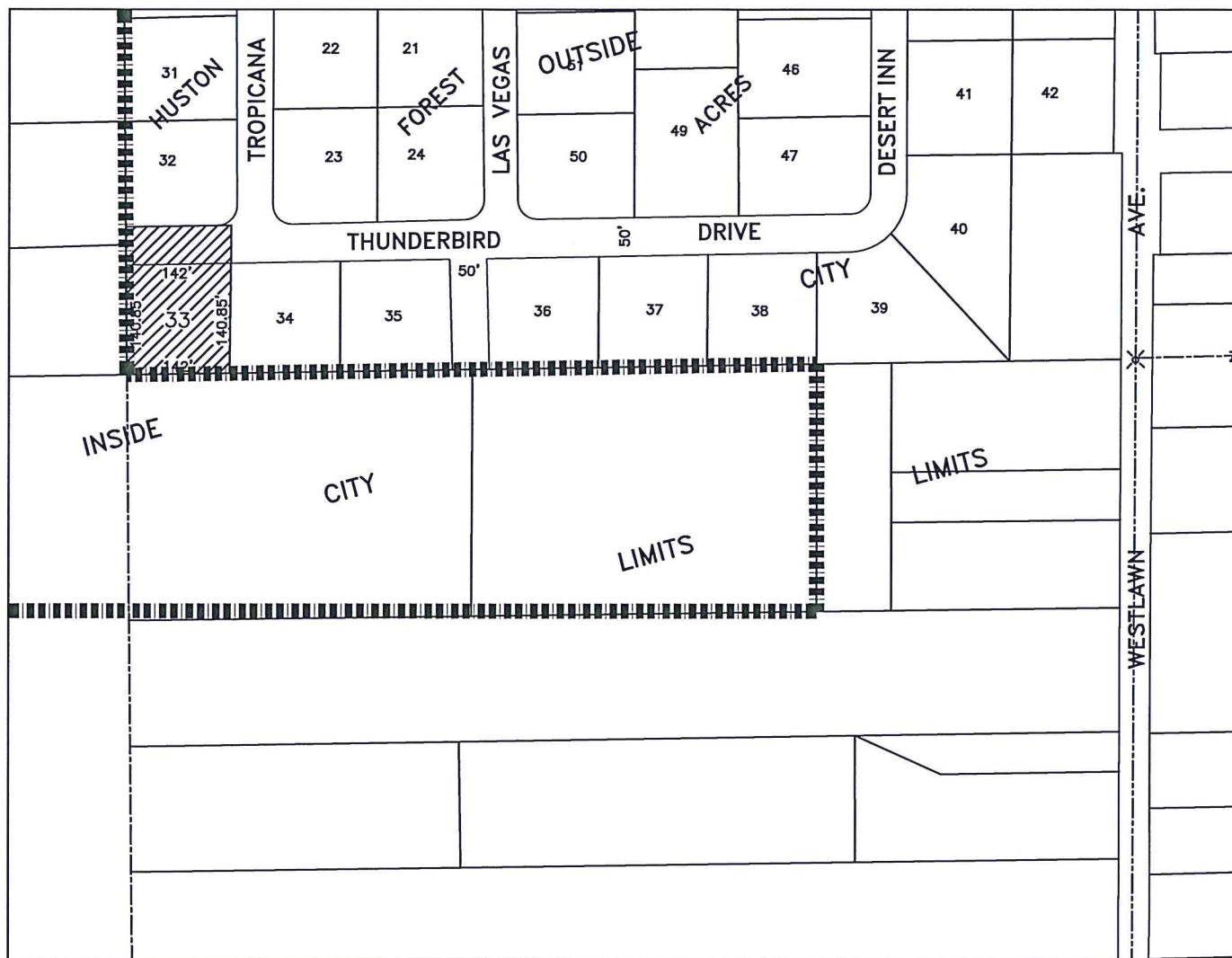
2401 Thunderbird
Decatur IL

Signed and sworn to before me this 12th day of November, 2019

Jessica Taylor
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2401 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

142± lin. ft. of public road

HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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.

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes of October, 1, 2019	Backup Material
Zoning Board of Appeals Minutes of October 10, 2019	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
October 1, 2019

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Tony Wilkins
VICE CHAIR Sheri Hagen
COMMISSIONER Greg Spain
COMMISSIONER Todd Ray
COMMISSIONER Sarah Creek
SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley

ABSENT: None

Call to Order

Chair Wilkins called the meeting to order at 11:32 a.m.

Roll Call

5 out of 5 Commissioners were present at the time of roll call. Chair Wilkins declared a quorum does exist to conduct and approve business.

Chair Wilkins called for Appearance of Citizens:

There was none.

The Minutes of the September 3, 2019 regular meeting were presented. Commissioner Spain moved that the September 3, 2019 regular meeting minutes be approved, seconded by Commissioner Creek and upon call of the roll, Commissioners Spain, Ray, Creek, Wilkins and Hagen voted aye. Secretary Rogers declared the motion carried.

The Minutes of the September 16, 2019 special meeting minutes were presented. Commissioner Creek moved that the September 16, 2019 special meeting minutes be approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Spain, Hagen, Creek, Wilkins and Ray voted aye. Secretary Rogers declared the motion carried.

Commissioner Spain moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Wilkins, Spain, Ray, Creek and Hagen voted aye. Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
October 1, 2019
Page 2

Commissioner Hagen moved to return to Open Session, seconded by Commissioner Ray, and upon call of the roll, Commissioners Wilkins, Creek, Spain, Ray and Hagen voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for Unfinished Business:

Authorization Request to Approve Final Scores and Promotional Register for Engineering Technician II, Commissioner Creek, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Wilkins, Spain, Ray, Hagen and Creek voted aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Final Scores and Eligible Register for Water Plant Operator III, Commissioner Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners, Creek, Hagen, Ray, Spain and Wilkins voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for New Business:

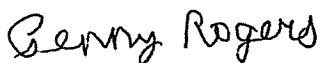
Receiving and Filing of Personnel Actions

Commissioner Creek moved that the appointments, oral reprimands, written reprimand, leave of absence requests, civil service status, and resignations, be received, placed on file, and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Wilkins, Creek, Spain, Ray and Hagen voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for Other Business:

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Commissioner Creek, and upon call of the roll, Commissioners Wilkins, Creek, Spain, Ray, and Hagen voted aye. Secretary Rogers declared the meeting adjourned at 12:01 p.m.

Respectfully Submitted,



Penny Rogers
Secretary

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Thursday, October 10, 2019, 4:00 P.M.
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The October 10, 2019 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Julie Lamb who determined a quorum was present.

Members Present: Robert Brice, Chris Brodnicki, Zane Peterson
Leslie Risby, Jeff Taylor, Julie Lamb

Members Absent: Kim Aukamp

Staff Present: Ray Lai, David Greenwell, Joselyn Stewart,
Amy Waks, Janet Poland

Mr. Zane Peterson entered the meeting at 4:01 P.M.

II. Approval of Minutes: July 11, 2019

It was moved and seconded (Brodnicki/Brice) to approve the minutes of the July 11, 2019 meeting of the Zoning Board of Appeals. Motion carried unanimously.

Mr. Ray Lai, Director of Economic and Community Development, reviewed the responsibilities of the Zoning Board members.

III. New Business

Case No. 19-07 Petition of THE HIERONYMUS MUELLER MUSEUM for a variance from the provisions of the Zoning Ordinance (Ordinance #3512, as amended, Section XXV.B.9.c.) to reduce the minimum required front yard setback from ten (10) feet to five (5) feet from the north right-of-way line of West Eldorado Street to allow for an Electronic Message Unit (EMU) sign to be located at 420 WEST ELDORADO STREET. Said premise is zoned B-2 Commercial District and M-2 Heavy Industrial District

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the front yard setback request, based on the staff report distributed to the Zoning Board of Appeals prior to the meeting. (Staff report is on file and is available for reviewing by request)

Mr. Mike Deathrage, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Deathrage stated the museum wants to gain a little more visual recognition with the electronic message sign. They will be able to use the sign for public service announcements as well as information for the museum.

Mr. Chris Brodnicki suggested the museum check with the Illinois Department of Transportation first if the intent is to promote other events.

Mr. Lai suggested the museum should contact the Zoning Division before advertising other information as off premise sign to make sure they are within the guidelines of the Zoning Ordinance.

There were no objectors present.

It was moved and seconded (Peterson/Taylor) to approve Case. No. 19-07 as recommended by staff.

Upon call of the roll, Commission members Robert Brice, Chris Brodnicki, Zane Peterson, Leslie Risby, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Taylor/Brice) to adjourn the meeting. Motion carried unanimously. Chairman Lamb declared the meeting adjourned at 4:17 P.M.

ATTACHMENTS:

Description	Type
Purchasing and Internal Service Memorandum	Cover Memo
Resolution	Resolution Letter
Exhibit A	Backup Material
Exhibit B - Results of Carbon Sample Evaluation	Backup Material
Biid Summary - page 1	Backup Material
Bid Summary - page 2 and 3	Backup Material

COUNCIL COMMUNICATION FORM

PURCHASING & INTERNAL SERVICES MEMORANDUM

November 20, 2019

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Gregg Zientara, Financial Management Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Bids for water treatment chemicals

SUMMARY RECOMMENDATION: Staff recommends awarding contracts to the low bidders meeting specifications listed on Exhibit A for each of the water treatment chemicals for January 1, 2020 – December 31, 2020.

BACKGROUND: The following is a list of the chemicals and how they are used in the water purification process.

- Alum – to coagulate; clarifying agent
- Carbon – used for taste and odor control; control of atrazine and other compounds
- Carbon Dioxide – lowers the pH level
- Chlorine – primary disinfectant
- Hydrofluorosilicic Acid – reduces tooth decay
- Lime – water softening agent
- Sodium Chloride – assists to remove nitrate from water
- Sodium Chlorite – disinfectant; used for taste and odor control
- Sodium Hexametaphosphate – used to counteract calcium hydroxide; prevents scaling; filter protection

The City of Decatur uses a performance based evaluation for Powdered Activated Carbon (PAC).

Potential bidders were requested to submit PAC samples to an independent testing firm (Engineering Performance Solutions of Jacksonville, FL) to evaluate product performance. Vendors submitted products for evaluation.

Each product was evaluated and assigned a performance factor based on its ability to remove 60% of two of the most commonly occurring substances attributed to the unpleasant taste and odor characteristics of drinking water – Geosmin and 2-Methylisoborneol (2-MIB).

Multiplying this performance factor by the bid price submitted by each PAC vendor provided the ability to compare equivalent removal costs. The PAC product Aqua Nuchar from Ingevity Corporation was determined to be able to remove 60% of the Geosmin and 2-Methylisoborneol (2-MIB) at the lowest cost. (See Exhibit B for evaluation results).

The low bidders meeting specifications have provided the City with the necessary bonding, NSF and AWWA certifications required for their chemicals.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: The Water Production Division of the Public Works Department requested the chemicals and wrote the bid specifications. They recommend approval of the bid.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863, Chaundra Smith, Water Production Operations Supervisor, 424-2831. Matt will be at the council meeting to answer any questions the council may have about this purchase.

BUDGET: Water Operating Fund

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS - ALUM
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals - Alum, City Project PUR2019-11 with USAlco Michigan City Plant LLC in the amount of \$318.21 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of USAlco Michigan City Plant LLC be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$318.21 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A
Water Treatment Chemicals – PUR2019-11

Estimated Yearly Usage	Chemical	Vendor	Unit Price
1800 tons	Alum	USAlco Michigan City Plant LLC	\$ 318.21/ton
350 tons	Carbon, wood based	Ingevity Corporation	\$1700.00/ton
350 tons	Carbon Dioxide	ILMO Products Co.	\$ 101.00/ton
175 tons	Chlorine	JCI Jones Chemicals, Inc.	\$ 405.00/ton
150 tons	Hydrofluorosilicic Acid	Alexander Chemical	\$ 356.00/ton
5200 tons	Lime	Mississippi Lime Company	\$ 202.73/ton
350 tons	Sodium Chloride	Morton Salt Inc.	\$ 255.37/ton
250 tons	Sodium Chlorite	Evoqua Water Technologies, LLC	\$ 967.00/ton
35 tons	Sodium Hexametaphosphate	Carus Corporation	\$1760.00/ton

EXHIBIT B

Results of Carbon Sample Evaluation

	<u>Bid Price/Ton</u>	<u>Performance Factor</u>	<u>60% Removal Cost</u>
Ingevity Corporation – Aqua Nuchar	\$1,700.00	1.00	\$1,700.00
Donau Carbon US LLC – Watercarb 800D	\$1,730.00	3.23	\$5,587.90
Thatcher Company – Cxt-AquaPAC	\$1,200.00	5.23	\$6,276.00

Project Name: Water Treatment Chemicals Project Number: PUR2019-11 Bid Date: November 6, 2019 Time: 10:00 a.m.					
	Description	QTY.	Unit	Unit Price	Total
	See Attached				
	No Bids:				
	Geo Specialty Chemicals				
	Omni Materials Inc.				
	Praxair Inc.				
	SAL Chemical				

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2019-11
November 6, 2019

1. Alum, liquid bulk

USAlco Michigan City Plant LLC	\$ 318.21/ton
Chemtrade Chemicals US LLC	\$ 440.00/ton
Univar Solutions, Inc.	\$ 503.00/ton

2. Carbon, activated bulk – Wood Based

Thatcher Company of Montana	\$1200.00/ton
Ingevity Corporation	\$1700.00/ton
Donau Carbon US LLC	\$1730.00/ton

3. Carbon Dioxide, bulk

ILMO Product Company	\$ 101.00/ton
Ethanol Products LLC	\$ 180.00/ton

4. Chlorine, liquid, ton containers

JCI Jones Chemicals, Inc.	\$ 405.00/ton
Alexander Chemical (A Carus Company)	\$ 415.00/ton
Brenntag Mid-South Inc.	\$ 434.00/ton
DPC Enterprises	\$ 498.00/ton

5. Hydrofluorosilicic Acid, 23% bulk

Alexander Chemical	\$ 356.00/ton
Univar Solutions Inc.	\$ 390.00/ton
Pencoco, Inc.	\$ 415.00/ton

6. Lime, pebble, bulk, blower truck

Mississippi Lime Company	\$ 202.73/ton
Carmeuse Lime & Stone	\$ 272.46/ton

7. Sodium Chloride

Morton Salt, Inc.	\$ 255.37/ton
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$ 967.00/ton
International Dioxide, Inc.	\$ 974.84/ton

9. Sodium Hexametaphosphate, 50 lb. bags

Carus Corporation	\$1760.00/ton
Shannon Chemical Corporation	\$1833.37/ton
Sterling Water Technologies LLC	\$1916.441/ton

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon, City Project - PUR2019-11

ATTACHMENTS:

Description	Type
Resolution - Carbon	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS - CARBON
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals - Carbon, City Project PUR2019-11 with Ingevity Corporation in the amount of \$1700.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Ingevity Corporation be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$1700.00 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon Dioxide, City Project - PUR2019-11

ATTACHMENTS:

Description	Type
Resolution - Carbon Dioxide	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – CARBON DIOXIDE
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Carbon Dioxide, City Project PUR2019-11 with ILMO Product Company in the amount of \$101.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of ILMO Product Company be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$101.00 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Chlorine, City Project - PUR2019-11

ATTACHMENTS:

Description	Type
Resolution - Chlorine	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – CHLORINE
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Chlorine, City Project PUR2019-11 with JCI Jones Chemicals, Inc. in the amount of \$405.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of JCI Jones Chemicals, Inc. be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$405.00 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Hydrofluorosilicic Acid, City Project - PUR2019-11

ATTACHMENTS:

Description	Type
Resolution - Hydrofluorosilicic Acid	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – HYDROFLUOROSILICIC ACID
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Hydrofluorosilicic Acid, City Project PUR2019-11 with Alexander Chemical in the amount of \$356.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Alexander Chemical be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$356.00 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Accepting the Bid and Authorzing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Lime, City Project - PUR2019-11

ATTACHMENTS:

Description	Type
Resolution - Lime	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – LIME
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Lime, City Project PUR2019-11 with Mississippi Lime Company in the amount of \$202.73 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Mississippi Lime Company be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$202.73 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

ATTACHMENTS:

Description

Resolution - Sodium Chloride

Type

Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORIDE
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Sodium Chloride, City Project PUR2019-11 with Morton Salt, Inc. in the amount of \$255.37 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Morton Salt, Inc. be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$255.37 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Chlorite, City Project - PUR2019-11

ATTACHMENTS:

Description	Type
Resolution - Sodium Chlorite	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORITE
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Sodium Chlorite, City Project PUR2019-11 with Evoqua Water Technologies LLC in the amount of \$967.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Evoqua Water Technologies LLC be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$967.00 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Hexametaphosphate, City Project - PUR2019-11

ATTACHMENTS:

Description	Type
Resolution - Sodium Hexametaphosphate	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM
HEXAMETAPHOSPHATE
CITY PROJECT – PUR2019-11**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Sodium Hexametaphosphate, City Project PUR2019-11 with Carus Corporation in the amount of \$1760.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Carus Corporation be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$1760.00 per ton.

PRESENTED AND ADOPTED THIS 2nd day of December, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

COUNCIL MEMORANDUM

NO. 2019-64

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Richelle D. Irons, Neighborhood Services Manager
Department of Economic & Community Development

SUBJECT: 2019 City-wide Cleanup Summary

DATE: December 2, 2019

In early 2015, the Decatur City Council directed City staff to utilize the Neighborhood Improvements fund to organize City-wide cleanup initiatives.

During 2019, four (4) City of Decatur-sponsored cleanups were held on June 22th, July 25th, September 10th and October 26th. All of the cleanups were held in the Decatur Civic Center parking lot. Residents were allowed to dispose of large items, i.e. mattresses, furniture, excess garbage and tires free of charge.

A special thank you to: Advanced Disposal for the donation of 20 roll-offs for the year and rendering their services, R&R Services for disposing of tires at a discounted rate, the Decatur Civic Center, and City staff that donated their time to assist with the success of these events.

Below is a chart of tonnage and tire totals along with the total spent for each cleanup. Also included is 2018 totals for a comparison.

2019 City-wide Cleanup

	# Tires	Tonnage	Total Spent
June 22nd	428	28.22/24 loads	\$5,641.41
July 25th	125	17.1/13 loads	\$2,761.52
September 10th	301	23.36/20 loads	\$4,103
October 26th	264	27.64/22 loads	\$5,091.80
Totals	1118	96.32/79 loads	\$17,597.73
2018	1514	144.72/105 loads 289,440 lbs of trash	\$23,012.80

Any additional questions contact Richelle D. Irons at 217-424-2864 or riron@decaturil.gov.