**Monday, November 20, 2023**
**5:30 PM**
**City Council Chamber**

# CITY COUNCIL AGENDA

**I.** Call to Order

1. Roll Call
2. Pledge of Allegiance

**II.** Appearance of Citizens

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

**III.** Approval of Minutes

Approval of Minutes of November 6, 2023 City Council Meeting

**IV.** Unfinished Business

**V.** New Business

1. Treasurer's Financial Report
2. Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy 5% Increase
3. Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy 3% Increase
4. Ordinance Amending City Code Chapter 52 Alcoholic Liquor
5. Resolution Authorizing the City of Decatur Liquor Control Commissioner to Allow Certain License Holders to Convert a Class A License to a Class P License
6. Resolution for Second Transit Management and Operations Agreement Amendment with MV Transportation, Inc.
7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Municipal Services Corridor Addition Project, City Project 2023-07A
8. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Top Quality Roofing for the Municipal Services Roof Rehabilitation Project, City Project 2023-07B

9. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Advanced Commercial Roofing for the Decatur Public Library Roof Replacement Project, City Project 2023-26A
10. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Decatur Public Library Landscaping Wall Replacement Project, City Project 2023-26C
11. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for the William Street Railroad Crossing Closure Project, City Project 2022-37, Section No. 22-00237-00-IC
12. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for 2023 Manhole Rehabilitation Project, City Project 2023-14
13. 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 2225 Lilac Drive
    B. Ordinance Annexing Territory 2715 Southland Road
    C. Ordinance Annexing Territory 3023 Tempe Drive
    D. Ordinance Annexing Territory 3033 Tempe Drive
    E. Resolution Authorizing Action Regarding Unsafe Structures
    F. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 570 W. William St

**VI.** Other Business

**VII.** Recess to Closed Executive Session

Recess to Closed Executive Session Pursuant to Open Meetings Act Section 2(c)(1) the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body, Section 2(c)(5) Purchase or Lease of Real Property for Use of the Public Body and Section 2(c)(6) Setting of a Price for Sale or Lease of Property Owned by the Public Body

**VIII.** Adjournment

Monthly Reports, October, 2023

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Minutes of November 6, 2023 City Council Meeting | Cover Memo |

CITY COUNCIL MINUTES
Monday, November 6, 2023

On Monday, November 6, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Ed Culp. Councilman Chuck Kuhle 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 citizens provided comments to the Council: Daniel Ray Pickrel, Ruth Hibberd-Anderson, Emilye Grant, Linda Virgil, Jim Taylor and Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the October 16, 2023, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council members responded to citizens' comments regarding mental health.

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

R2023-228 Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2024, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

2023-72 Ordinance Amending City Code Chapter 41.3 Downtown Parks, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance.

Council members commented on the overnight closure of the city's downtown parks.

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

R2023-229 Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for Phase II Schematic Design of the Transit Campus Master Plan with Richard L. Bowen & Associates, Inc., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Ms. Lacie Elzy, Director of Transportation Services, answered questions from Council members regarding project funding.

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

R2023-230 Resolution Authorizing the Purchase of a Crime Prevention Surveillance Trailer for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-231 Resolution Authorizing a Five-Year Lease Agreement Extension Between the City of Decatur and Flock Safety for LPR Cameras in the City Neighborhoods and Adjacent Thoroughfares, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Mr. Shane Brandel, Chief of Police, spoke about the success of the cameras and answered questions from Council members concerning camera upgrades.

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

R2023-232 Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC for Tree Removal in Various Locations, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

2023-73 Ordinance Amending City Code, Chapter 38, Stormwater Ordinance, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance.

Council members held a discussion on stormwater fees.

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

R2023-233 Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. dba A&R Services, Inc. for the 2023 Storm Drainage Improvement Project, City Project 2023-30, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

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

R2023-234 Resolution Accepting the Bid and Authorizing the Execution of a Contract with G & H Marine Inc. for the Lake Decatur Shoreline Stabilization Project, City Project 2023-21, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

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

Item A. R2023-235 Resolution Authorizing the Certifications and Assurances of the 2023 Byrne Justice Assistance Grant

Item B. R2023-236 Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City of Decatur for Distribution of 2023 Byrne Justice Assistance Grant
Item C. R2023-237 Resolution Approving Reappointment - Public Building Commission
Item D. 2023-74 Ordinance Annexing Territory 2216 Lilac Drive
Item E. 2023-75 Ordinance Annexing Territory 2229 Mesa Drive
Item F. 2023-76 Ordinance Annexing Territory 1836 South Shores Drive
Item G. 2023-77 Ordinance Annexing Territory 3054 Tempe Drive
Item H. 2023-78 Ordinance Amending City Code Chapter 50 Licenses
Item I. R2023-238 Resolution Authorizing Action Regarding Unsafe Structures
Item J. R2023-239 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 539 W. Decatur St.
Item K. R2023-240 Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 629 W. Prairie Ave.
Item L. R2023-241 Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 1353 E. William St.
Item M. R2023-242 Resolution Authorizing the Renewal of Environmental Systems Research Institute, Inc. (ESRI) Enterprise Agreement-for Geographic Information System (GIS) Software

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

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

Councilwoman Gregory asked for a progress report on the city's healthcare clinic and spoke about the lighting at Cobb and Park Place. Councilman Culp thanked the IBEW for the Christmas lighting in downtown Decatur.

With no further business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Regular City Council meeting be adjourned; seconded by Councilman Culp and upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:21 p.m.

Approved _____
Kim Althoff
City Clerk

**SUBJECT:** Treasurer's Financial Report

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Cover Memo | Cover Memo |
| Backup Data - updated | Backup Material |

# CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

**Treasurers Financial Report**
**September & October 2023**

## The Year in Play

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

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

## City Financial Position

The City of Decatur ended the month with a total cash position of $123.1 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of $124.9 at the end of last month.

The City General Fund ended the month with a cash position of $24.7 million versus last month's cash position of $25.8 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 103 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at $20.9 million.

City cash reserves are contained in Special Revenue funds ($19.6 million), TIF Redevelopment funds ($3.6 million), Capital funds ($5.7 million), Debt Service fund ($2.2 million), Internal Service funds ($4.5 million) and Enterprise funds ($63.1 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

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

| Fund Type | Aug-23 | Sep-23 | Oct-23 | Comment |
|---|---|---|---|---|
| Special Revenue | 20.3 | 18.9 | 19.6 | Library, State MFT, Local MFT, Federal programs, etc. |
| TIF Redevelopment | 3.8 | 3 | 3.6 | Debt service and redevelopment agreement obligations |
| Capital | 3.3 | 5.7 | 5.7 | Capital funding available |
| Debt | 2 | 2 | 2.2 | Debt service obligations |
| Internal Service | 5.9 | 6.1 | 4.5 | Risk insurance, EE healthcare benefits, Fleet maintenance |
| Enterprise | 62.8 | 62.4 | 63.1 | Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber |
| Non-General Fund | 98.1 | 98.1 | 98.7 | |
| General Fund | 25.7 | 24.7 | 25.8 | Basic services to citizens and stakeholders |
| Total City Cash | 124.1 | 123.1 | 124.9 | |

**Changes of note in the period:**

- Property taxes revenues of $5.4 million boosted fund balances, despite ongoing expenses.

**General Fund Position**

**Cash**

The City General Fund cash position ended the reporting period at $25.8 million. The current cash balance represents a cash reserve position of about 103 days. The general fund 90 reserve was calculated to be $20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

**General Fund Result**

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

| $(000) | Year to Date(1) | Budget Target(2) | % vs Target(3) |
|---|---|---|---|
| Revenue | 73,367 | 75,014 | -2% |
| Expense | 73,189 | 76,924 | -5% |
| Surplus | 178 | (1,910) | |

*Chart notes*
*1 – actual year-to-date general fund revenue and expense*
*2 – budget year-to-date general fund revenue and expense*
*3 – year-to-date percentage comparison of actual to budget*

**Revenue Comments**

- In September and October, the 3rd and 4th installments of the property tax distributions came in, some $5.7 million among the General Fund, Library Fund, Band Fund, Debt Fund, and various TIF Funds.
- Personal Property Replacement Tax revenue in October showed a marked decline from FY2022 due to the state's new allocation methodology, which went into effect at the state's new FY, back in July.
- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, distributed with a 1-3 month lag between merchant collection and distribution to the city, are generally slightly positive compared to last year.
- Projections are based on the adopted budget.

## General Fund Revenue

Revenue to date through the period is $73.3 million versus budget to date revenue of $75 million, under budget by 2%.

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

| GENERAL GOV TAXES | Actual YTD | Revised Budget YTD | vs Adopted Budget | % vs Budget |
|---|---|---|---|---|
| PROPERTY TAX | 10,960,359 | 11,547,516 | (587,157) | |
| MOBILE HOME PRIVELEGE TAX | - | - | - | |
| STATE SALES TAX | 11,367,535 | 11,611,094 | (243,559) | -2% |
| TELEPHONE UTILITY TAX | 981,278 | 982,376 | (1,098) | 0% |
| FOOD & BEVERAGE TAX | 3,440,780 | 3,317,139 | 123,641 | 4% |
| HOTEL AND MOTEL TAX | 1,078,731 | 896,176 | 182,555 | 17% |
| LOCAL SALES TAX | 10,903,700 | 11,107,833 | (204,133) | -2% |
| AVIATION FUEL TAX | 19,844 | 6,667 | 13,178 | 66% |
| LOCAL USE TAX | 2,351,683 | 2,504,388 | (152,705) | -6% |
| AUTO RENTAL TAX | 48,579 | 39,668 | 8,912 | 18% |
| UTILITY TAX - ELECTRIC & GAS | 3,723,104 | 4,511,623 | (788,518) | -21% |
| VIDEO GAMING TAX | 2,003,839 | 1,982,299 | 21,540 | 1% |
| CABLE TV TAX | 727,451 | 773,313 | (45,862) | -6% |
| Sub Total | 47,606,885 | 49,280,092 | (1,673,208) | -4% |
| **GENERAL GOVERNMENT (INTERGOV)** | | | | |
| LOCAL REPLACEMENT TAX | 53,050 | 49,776 | 3,275 | 6% |
| STATE REPLACEMENT TAX | 3,020,303 | 1,926,143 | 1,094,160 | 36% |
| STATE INCOME TAX | 9,793,776 | 10,660,700 | (866,924) | -9% |
| FEDERAL GRANTS | 8,840 | 350,000 | (341,160) | |
| STATE GRANTS OR OTHER | - | 125,000 | (125,000) | |
| POLICE OT REIMBURSEMENTS | 52,629 | 68,534 | (15,905) | -30% |
| CANNABIS TAX | 89,372 | 99,898 | (10,526) | -12% |
| OPIOID TREATMENT FUNDING | 50,000 | - | 50,000 | 100% |
| ADDI REIMBURSEMENTS | 1,102 | - | - | |
| Sub Total | 13,069,072 | 13,280,051 | (212,081) | -2% |

| | | | | |
|---|---|---|---|---|
| **GENERAL GOVERNMENT (SERVICE)** | | | | |
| Sub Total | 7,220,030 | 7,218,837 | 1,193 | 0% |
| **GENERAL GOV LICENSES/PERMITS** | | | | |
| Sub Total | 1,135,679 | 1,729,454 | (593,775) | -52% |
| **GENERAL GOV OTHER** | | | | |
| Sub Total | 4,336,295 | 3,506,263 | 830,031 | 19% |
| ***General Fund Total (year-to-date)*** | **73,367,960** | **75,014,697** | **(1,646,737)** | -2% |

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

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

| | 2023 Budget | 2023 YTD | YTD % of budget | 2022 YTD | % Change year vs year |
|---|---|---|---|---|---|
| State Sales Tax (Gen Fund) | 13,914,000 | 11,367,535 | 81.7% | 10,825,937 | 5.0% |
| Local Sales Tax (Gen Fund) | 13,334,000 | 10,903,700 | 81.8% | 10,472,594 | 4.1% |
| State Income Tax | 11,874,000 | 9,793,776 | 82.5% | 10,124,685 | -3.3% |
| Utility Tax (Gas/Electric) | 5,337,000 | 3,723,104 | 69.8% | 4,056,655 | -8.2% |
| Food & Beverage Tax (Gen Fund) | 3,997,000 | 3,440,780 | 86.1% | 3,170,725 | 8.5% |
| Use Tax | 3,020,000 | 2,351,683 | 77.9% | 2,325,698 | 1.1% |
| Video Gaming Tax | 2,386,000 | 2,003,839 | 84.0% | 1,917,944 | 4.5% |
| State/Local Replacement Tax (Gen Fund) | 2,056,000 | 3,073,353 | 149.5% | 3,558,489 | -13.6% |
| Hotel & Motel Tax | 1,152,000 | 1,078,731 | 93.6% | 858,745 | 25.6% |
| Cable TV Tax | 1,034,000 | 727,451 | 70.4% | 762,213 | -4.6% |

**General Fund Expense Comments**

On a year-to-date basis, general fund spending is $73.1 million of a $89.5 million revised budget.

- Three years' worth of back pay raises went to the Fire Department due to their contract being settled and the raises finally being calculated and put through, pushing public safety expenses upward.

**Year-to-date position of expense vs. budget**

| | Actual | Yearly Revised Budget | % of Budget |
|---|---|---|---|
| General Government | 13,749,297 | 19,328,490 | 71% |
| Developmental Services | 3,331,918 | 4,287,539 | 78% |
| Public Safety | 47,689,657 | 55,298,436 | 86% |
| Public Works | 8,760,681 | 10,637,535 | 82% |
| General Fund Expense | 73,174,552 | 89,552,000 | 82% |

*Expense numbers may not add due to rounding*

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

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

| Fund | Fund Balance | Comment |
|---|---|---|
| Federal HOME | $ 202,864 | Federally approved programs |
| Federal CDBG | $ 16,679 | Community Development Block Grant |
| State Drug Enforcement | $ 463,908 | Police programs |
| Federal DUI Drug Enforcement | $ 392,379 | Police programs |
| Building Fund | $ 801,490 | R&M and capital of Library facility |
| Public Library | $ 2,436,522 | Operational fund of Library |
| Library Capital | $ 666,982 | Capital Expense requirements and cash reserves |
| Library Trust | $ 78,857 | Donations received in trust for specific purpose as defined by the donors and unavailable for other use |
| Local Roads and Streets | $ 1,914,277 | Street repairs and maintenance |
| Motor Fuel Tax | $ 5,497,344 | Street repairs and maintenance |
| Community Revitalization | $ 5,720,190 | Revitalization initiatives |
| 2018 Project | $ (182,011) | General Obligation bond proceeds for construction of new fire stations |

| Fund | Fund Balance | Comment |
|---|---|---|
| Capital Project | $ 3,045,080 | Minimal funding available |
| Equipment Replacement | $ 1,211,291 | Police, fire and public works capital requirements including vehicle replacements |
| Debt Fund | $ 2,296,079 | Debt payments on current debt issues |
| Fleet Maintenance | $ 940,349 | Repair and maintenance of city vehicle fleet |
| Risk Management | $ 3,675,506 | Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation |
| Employee Insurance | $ (37,290) | Coverage for healthcare and other benefit expenses. |
| Public Transit Operations | $ (1,802,935) | Operational and capital funding of the transit system |
| Fiber Optics | $ 834,761 | City investment in the next phase of a fiber optic network |
| Storm Water | $ 3,361,554 | Balance and ongoing cash flow is sufficient to fund currently defined storm water projects |
| Sewer | $ 13,994,222 | Balance and ongoing cash flow is sufficient to fund currently defined sewer projects |
| Water Utility | $ 9,558,814 | Balance and ongoing cash flow is sufficient to fund currently defined water projects. |
| 2022 Bond Fund | $ 23,958,885 | Bond revenues in FY22 |
| Grant | $ 401,692 | Unbudgeted FY2022 grants |
| ARP | $ 1,647,031 | Federal ARP funds as per city budget |

**Investments**

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

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

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

**Debt**

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

## Revenue Tracking

City-wide Revenue received during the reporting period is $16.5 million, with $184 million year-to-date. The total is 77% of the revised revenue budget of $236.7 million.

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

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

## Property Tax for FY2023

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

In September and October, the 3rd and 4th installments of the property tax distributions came in, some $5.7 million among the General Fund, Library Fund, Band Fund, Debt Fund, and various TIF Funds.

## Expenditure Tracking

City-wide expenses during the reporting period were $19.2 million and $188.1 million year-to-date. The total is 68% of the annual revised expense budget of $275.8 million.

## Water Utility

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

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) of about $1.4 million of revenue over expenses. In FY2022, the comparable was $344 thousand of expenses over revenue, because water sales revenue was low that month due to a technical issue with billing that was caught up with the following month. In debt payments for the Fiscal Year, about $12.1 million has been paid out so far.

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

**Headcount Staffing Across all Funds**

Current full-time staffing level is 437 FTEs versus budget of 465 FTEs.  There are 17 part-time and temp employees.

***Fiscal Year 2023***

***Fiscal Period Ending Sept & Oct 2023***

# *City of Decatur*

# *Treasurer's Financial Report*

***Report Distribution:***

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

***Prepared By:***

***Office of the City Treasurer***

**City of Decatur** **Month of: Sept & Oct 2023**

**Treasurer's Cash Report**

| Fund | Fund Name | Opening Cash & Investments | Receipts | Disbursements | Balance Sheet Accts Activity | Investment Transfers | Ending Cash Balance | Investments | Total Cash & Investments | Interfund Loans (Borrowing) |
|---|---|---|---|---|---|---|---|---|---|---|
| | ***General Fund*** | | | | | | | | | |
| 10 | GENERAL FUND | 24,710,564.63 | 10,193,907.64 | 9,111,078.10 | 25,776.44 | | 25,819,170.61 | | 25,819,170.61 | 0.00 |
| | ***Special Revenue Funds*** | | | | | | | | | |
| 14 | PAYROLL FUND | 51,412.00 | 0.00 | 0.00 | 0.00 | | 50,706.67 | | 50,706.67 | |
| 16 | COMMUNITY GRANT FUND | (49,011.85) | 0.00 | 679.52 | 0.00 | | (49,691.37) | | (49,691.37) | |
| 17 | HOME FUND | 22,566.35 | 189,887.37 | 9,589.42 | 0.00 | | 202,864.30 | | 202,864.30 | |
| 18 | CDBG FUND | 7,817.16 | 44,417.22 | 35,555.34 | 0.00 | | 16,679.04 | | 16,679.04 | |
| 22 | DUATS FUND | 46,187.85 | 60,799.71 | 29,004.89 | 0.00 | | 77,982.67 | | 77,982.67 | |
| 25 | STATE DRUG ENFORCEMENT | 428,717.89 | 518.18 | 10,921.00 | 45,593.00 | | 463,908.07 | | 463,908.07 | |
| 26 | DUI FINES AND FEES FUND | 207,730.43 | 5,219.38 | 3,754.12 | 0.00 | | 209,195.69 | | 209,195.69 | |
| 27 | POLICE LAB & PROGRAMS | 186,470.47 | 553.82 | 0.00 | 0.00 | | 187,024.29 | | 187,024.29 | |
| 30 | FEDERAL DRUG ENFORCEMENT | 392,101.85 | 277.56 | 0.00 | 0.00 | | 392,379.41 | | 392,379.41 | |
| 34 | BUILDING FUND | 810,611.36 | 52,689.62 | 61,810.50 | 0.00 | | 801,490.48 | | 801,490.48 | |
| 35 | LIBRARY FUND | 1,645,373.91 | 1,123,676.15 | 332,527.89 | 0.00 | | 2,436,522.17 | | 2,436,522.17 | |
| 36 | MUNICIPAL BAND FUND | 59,614.40 | 22,118.89 | 7,739.21 | 0.00 | | 73,994.08 | | 73,994.08 | |
| 37 | FOREIGN FIRE INSURANCE FUND | 155,480.43 | 200,669.81 | 25,961.36 | 0.00 | | 330,188.88 | | 330,188.88 | |
| 42 | LOCAL STREETS & ROADS | 1,781,031.10 | 150,494.16 | 17,248.39 | 0.00 | | 1,914,276.87 | | 1,914,276.87 | |
| 46 | MOTOR FUEL TAX FUND | 5,300,115.14 | 289,044.67 | 91,815.56 | 0.00 | | 5,497,344.25 | | 5,497,344.25 | |
| 58 | LIBRARY CAPITAL | 794,861.10 | 1,576.48 | 129,455.40 | 0.00 | | 666,982.18 | | 666,982.18 | |
| 59 | LIBRARY TRUST FUNDS | 81,011.92 | 506.56 | 2,661.65 | 0.00 | | 78,856.83 | | 78,856.83 | |
| 82 | DCDF FUND | 167,655.73 | 1,700.51 | 15.86 | 0.00 | | 169,340.38 | | 169,340.38 | |
| 84 | COMMUNITY REVITALIZATION | 6,282,075.52 | 524,410.91 | 1,086,295.97 | 0.00 | | 5,720,190.46 | | 5,720,190.46 | |
| 85 | GRANT FUND | 566,932.47 | 80,297.31 | 245,537.80 | 0.00 | | 401,691.98 | | 401,691.98 | |
| | ***Total Special Revenue Funds*** | 18,938,755.23 | 2,748,858.31 | 2,090,573.88 | 45,593.00 | 0.00 | 19,591,220.66 | 0.00 | 19,641,927.33 | 0.00 |
| | ***TIF & Redevelopment Funds*** | | | | | | | | | |
| 19 | OLDE TOWNE TIF FUND | 785,190.52 | 439,162.45 | 0.00 | 0.00 | | 1,224,352.97 | | 1,224,352.97 | |
| 21 | WABASH CROSSING TIF | 1,241,283.62 | 14,815.81 | 0.00 | 0.00 | | 1,256,099.43 | | 1,256,099.43 | |
| 23 | EASTGATE TIF FUND | 376,183.12 | 75,522.82 | 0.00 | 0.00 | | 451,705.94 | | 451,705.94 | |
| 24 | SOUTHSIDE TIF FUND | 236,606.01 | 3,448.32 | 0.00 | 0.00 | | 240,054.33 | | 240,054.33 | |
| 28 | PINES SHOPPING CENTER TIF | 61,862.97 | 43,231.19 | 0.00 | 0.00 | | 105,094.16 | | 105,094.16 | |
| 29 | GRAND & OAKLAND TIF | 331,078.72 | 75,735.22 | 0.00 | 0.00 | | 406,813.94 | | 406,813.94 | |
| | ***Total TIF & Redevelpmnt Funds*** | 3,032,204.96 | 651,915.81 | 0.00 | 0.00 | 0.00 | 3,684,120.77 | 0.00 | 3,684,120.77 | 0.00 |
| | ***Capital Funds*** | | | | | | | | | |
| 40 | PEG CAPITAL FUND | 56,105.17 | 2,210.25 | 2,190.08 | 0.00 | | 56,125.34 | | 56,125.34 | |
| 44 | 2018 PROJECT FUND | (182,010.89) | 0.00 | 0.00 | 0.00 | | (182,010.89) | 0.00 | (182,010.89) | |
| 45 | CAPITAL PROJECT FUND | 3,045,965.31 | 4,114.21 | 5,000.00 | 0.00 | | 3,045,079.52 | | 3,045,079.52 | (481,816.00) |
| 61 | EQUIPMENT REPLACEMENT | 1,195,314.04 | 17,430.44 | 1,453.68 | 0.00 | | 1,211,290.80 | | 1,211,290.80 | |
| 99 | AMERICAN RESCUE PLAN | 1,648,535.62 | 0.00 | 1,504.81 | 0.00 | | 1,647,030.81 | | 1,647,030.81 | |
| | ***Total Capital Funds*** | 5,763,909.25 | 23,754.90 | 10,148.57 | 0.00 | 0.00 | 5,777,515.58 | 0.00 | 5,777,515.58 | (481,816.00) |

**City of Decatur** **Month of: Sept & Oct 2023**

**Treasurer's Cash Report**

| Fund | Fund Name | Opening Cash & Investments | Receipts | Disbursements | Balance Sheet Accts Activity | Investment Transfers | Ending Cash Balance | Investments | Total Cash & Investments | Interfund Loans (Borrowing) |
|---|---|---|---|---|---|---|---|---|---|---|
| | ***Debt Fund*** | | | | | | | | | |
| 50 | DEBT FUND | 2,069,549.29 | 226,529.79 | | 0.00 | | 2,296,079.08 | | 2,296,079.08 | 0.00 |
| | ***Internal Service Funds*** | | | | | | | | | |
| 60 | FLEET MAINTENANCE | 886,029.60 | 269,423.65 | 215,103.98 | 0.00 | | 940,349.27 | | 940,349.27 | |
| 64 | RISK MANAGEMENT | 4,997,028.38 | 345,434.73 | 1,666,957.52 | 0.00 | | 3,675,505.59 | | 3,675,505.59 | |
| 65 | INSURANCE FUND | 261,709.64 | 918,798.54 | 1,217,798.17 | 0.00 | | (37,289.99) | | (37,289.99) | |
| | ***Total Internal Service Funds*** | 6,144,767.62 | 1,533,656.92 | 3,099,859.67 | 0.00 | 0.00 | 4,578,564.87 | 0.00 | 4,578,564.87 | 0.00 |
| | ***Enterprise Funds*** | | | | | | | | | |
| 70 | TRANSIT | (1,031,306.02) | 64,377.00 | 836,006.36 | 0.00 | | (1,802,935.38) | | (1,802,935.38) | |
| 77 | FIBER OPTICS | 762,652.41 | 10,747.24 | (61,361.41) | 0.00 | | 834,761.06 | | 834,761.06 | |
| 78 | STORM WATER | 3,253,356.78 | 179,237.00 | 71,040.01 | 0.00 | | 3,361,553.77 | | 3,361,553.77 | |
| 79 | SEWER FUND | 13,514,165.79 | 731,325.57 | 251,269.71 | 0.00 | | 13,994,221.65 | | 13,994,221.65 | |
| 80 | WATER FUND | 8,179,128.41 | 2,822,192.64 | 1,403,957.19 | (38,549.62) | | 9,558,814.24 | | 9,558,814.24 | |
| 81 | WATER CAPITAL | 867,877.67 | 27,111.93 | 371,903.04 | 0.00 | | 523,086.56 | | 523,086.56 | 481,816.00 |
| 86 | WATER DEBT | 12,500,000.00 | 0.00 | 0.00 | 0.00 | | 12,500,000.00 | | 12,500,000.00 | |
| 88 | RECYCLING PROGRAM | 205,710.28 | 62,577.55 | 71,772.06 | 0.00 | | 196,515.77 | | 196,515.77 | |
| 89 | 2022 BOND FUND | 24,196,404.95 | 13,431.24 | 250,951.18 | 0.00 | | 3,402,018.75 | 20,556,866.26 | 23,958,885.01 | |
| | ***Total Enterprise Funds*** | 62,447,990.27 | 3,911,000.17 | 3,195,538.14 | (38,549.62) | 0.00 | 42,568,036.42 | 20,556,866.26 | 63,124,902.68 | 481,816.00 |
| | ***Trust & Agency Funds*** | | | | | | | | | |
| 90 | FIRE PENSION FUND CASH | 3,559,378.60 | 2,085,823.17 | 801,598.76 | 0.00 | | 4,843,603.01 | | 4,843,603.01 | |
| 90 | FIRE PENSION INVESTMENTS | 89,060,638.99 | (3,237,417.07) | 9,587.19 | 0.00 | | | 85,813,634.73 | 85,813,634.73 | |
| | TOTAL FIRE PENSION | 92,620,017.59 | (1,151,593.90) | 811,185.95 | 0.00 | 0.00 | 4,843,603.01 | 85,813,634.73 | 90,657,237.74 | |
| 91 | POLICE PENSION FUND CASH | 8,038,932.94 | 1,931,901.28 | 946,193.53 | 0.00 | | 9,024,640.69 | | 9,024,640.69 | |
| 91 | POLICE PENSION INVESTMENTS | 119,317,611.59 | (3,483,093.85) | 4,531.59 | 0.00 | | | 115,829,986.15 | 115,829,986.15 | |
| | TOTAL FIRE PENSION | 127,356,544.53 | (1,551,192.57) | 950,725.12 | 0.00 | 0.00 | 9,024,640.69 | 115,829,986.15 | 124,854,626.84 | |
| | ***Total Trust & Agency Funds*** | 219,976,562.12 | (2,702,786.47) | 1,761,911.07 | 0.00 | 0.00 | 13,868,243.70 | | 215,511,864.58 | 0.00 |
| | ***Total City Funds*** | 343,084,303.37 | 16,586,837.07 | 19,269,109.43 | 32,819.82 | 0.00 | 118,182,951.69 | 20,556,866.26 | 340,434,145.50 | |
| ***Memorandum Items*** | | | | | | | | | | |
| | ***Pooled Cash Investments*** | | | | | | | 53,371,619.45 | 53,371,619.45 | |
| | ***City Funds ex Trust & Agency*** | 123,107,741.25 | 19,289,623.54 | 17,507,198.36 | 32,819.82 | 0.00 | 104,314,707.99 | 73,928,485.71 | 124,922,280.92 | 0.00 |

**City of Decatur** **Period Ending: Oct-23**
**City Treasurer's Financial Report**
**Grant Tracking Schedule**

| Grant ID | Div | | Grant Name | Expiration | State | Federal | In Budget | Status | Grant Amount | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Executive/Police | COMMUNITY VIOLENCE PREVENTION (TURNER) | 6-30-24 | X | | | ACTIVE | 1,000,000 | |
| | | Executive | DCEO 23-203058 | 7-31-24 | x | | | ACTIVE | 3,000,000 | |
| | | Executive | DCEO 23-203059 | 7-31-24 | x | | | ACTIVE | 3,000,000 | |
| 74 | 017 | Information Technology | 20-203215 FIBER OPTIC NETWORK EXPANSION | 9-30-23 | X | | | ACTIVE | 800,000 | |
| C2016 | 054 | Neighborhood Revitalization | B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-21-2023 | | X | | ACTIVE | 1,268,061 | |
| C2017 | 054 | Neighborhood Revitalization | B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-1-2024 | | X | | ACTIVE | 1,262,151 | |
| C2018 | 054 | Neighborhood Revitalization | B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-1-2025 | | X | | ACTIVE | 1,378,744 | |
| C2019 | 054 | Neighborhood Revitalization | B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-1-2026 | | X | | ACTIVE | 1,411,581 | |
| C2020 | 054 | Neighborhood Revitalization | B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-1-2027 | | X | | ACTIVE | 1,417,995 | |
| C2021 | 054 | Neighborhood Revitalization | B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-1-2028 | | X | | ACTIVE | 1,420,946 | |
| C2022 | 054 | Neighborhood Revitalization | B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-1-2029 | | X | | ACTIVE | 1,374,790 | |
| C2023 | 054 | Neighborhood Revitalization | B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) | 9-1-2030 | | X | | ACTIVE | 1,319,714 | |
| C2023 | 054 | Neighborhood Revitalization | FR-6700-N-98 PRO HOUSING | 9-1-2029 | | X | | SUBMITTED | 9,987,032 | |
| CCV19 | 054 | Neighborhood Revitalization | B-20-MW-17-0008 CDBG CARES ACT ALLOCATION | 9-21-2026 | | X | | ACTIVE | 834,287 | |
| H2016 | 054 | Neighborhood Revitalization | M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP | 9-1-2024 | | X | | ACTIVE | 327,118 | |
| H2017 | 054 | Neighborhood Revitalization | M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP | 9-1-2025 | | X | | ACTIVE | 330,899 | |
| H2018 | 054 | Neighborhood Revitalization | M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP | 9-1-2026 | | X | | ACTIVE | 444,741 | |
| H2019 | 054 | Neighborhood Revitalization | M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP | 9-1-2027 | | X | | ACTIVE | 425,163 | |
| H2020 | 054 | Neighborhood Revitalization | M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP | 9-1-2028 | | X | | ACTIVE | 431,353 | |
| H2021 | 054 | Neighborhood Revitalization | M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP | 9-1-2029 | | X | | ACTIVE | 413,549 | |
| H2022 | 054 | Neighborhood Revitalization | M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP | 9-1-2030 | | X | | ACTIVE | 497,298 | |
| H2023 | 054 | Neighborhood Revitalization | M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP | 9-1-2031 | | X | | ACTIVE | 466,119 | |
| HOME-ARI | 054 | Neighborhood Revitalization | M-21-MP-17-0203 HOME - American Rescue Plan | 9-30-2030 | | X | | ACTIVE | 1,497,384 | |
| SCP | 054 | Neighborhood Revitalization | STRONG COMMUNITIES PROGRAM | 9-19-2023 | X | | | ACTIVE | $125,000 | ** This grant expired, but we have reimbursement coming |
| HRAP | 054 | Neighborhood Revitalization | HOME REPAIR & ACCESSIBILITY PROGRAM | 9-30-2030 | X | | | ACTIVE | $400,000 | |
| | 065 | Police | HS-22-0071 IDOT STEP | | | X | | ACTIVE | | |
| | 065 | Police | 2021 BVP | 1-31-24 | | X | | ACTIVE | | |
| | 065 | Police | 2023 BVP | | | X | | SUBMITTED | | |
| | 065 | Police | 2020-DJ-BX-0871 | 9-30-23 | | X | | ACTIVE | 29,430 | |
| | 065 | Police | 48SEMD0540JJ03478:0MDJ[ | | | X | | ACTIVE | 34,099 | |
| | 065 | Police | 48SEMD0550JJ03588;0MDJ[ | | | X | | ACTIVE | 36,081 | |
| | 065 | Police | ILETSB RECRUITMENT AND RETENTION GRANT | | | | | ACTIVE | 100,000 | |
| 09334 | 082 | Public Works | R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W | | X | | | ACTIVE | 2,006,014 | |
| 09335 | 082 | Public Works | IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP | | | X | | ACTIVE | 44,000,000 | |
| 09336 | 082 | Public Works | 6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLE( | 2025 | X | | | ACTIVE | 19,950,000 | |
| 1406 | 082 | Public Works | 15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY) | | X | | | ACTIVE | 250,000 | |
| 1706 | 082 | Public Works | CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES | | | X | | ACTIVE | 2,000,000 | |
| 1805 | 082 | Public Works | CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH | 2023 | | X | | ACTIVE | 800,000 | |
| | 082 | Public Works | FRA CRISI | | | X | | ACTIVE | 2,000,000 | |
| | 082 | Public Works | FRA CRE | | | X | | ACTIVE | 16,000,000 | |
| | 082 | Public Works | STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION | | X | | | ACTIVE | 1,500,000 | |
| | 082 | Public Works | MULTIMODAL TRANSPORTATION BOND FUND (ICC) | 2025 | X | | | ACTIVE | 6,000,000 | |
| L2020 | 350 | Library | FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT | | X | | | ACTIVE | 104,020 | |
| 61 | 350 | Library | 20-3031-PNG PROJECT NEXT GENERATION | | | X | | ACTIVE | 14,900 | |
| | 700 | Mass Transit | CAP-22-1176-ILL | 4/1/2028 | x | | | ACTIVE | 1,000,000 | |
| | 700 | Mass Transit | CAP-22-1221-ILL | 4/1/2028 | x | | | ACTIVE | 2,760,000 | |
| | 700 | Mass Transit | CAP-23-XXXXXX | | x | | | ACTIVE | 3,750,000 | |
| | 700 | Mass Transit | CAP-23-XXXXXX | | x | | | ACTIVE | 290,000 | |
| | 700 | Mass Transit | CAP-23-XXXXXX | | | X | | ACTIVE | 1,850,000 | |
| | 700 | Mass Transit | TS-18-317 | | X | x | | ACTIVE | 135,856 | 108685 fed; 27171 state |
| S21 | 700 | Mass Transit | OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT | 6-30-24 | X | | | ACTIVE | 13,379,000 | |
| | 700 | Mass Transit | 494-00-1439 | 2-1-24 | X | | | ACTIVE | 240,000 | |
| SC20 | 700 | Mass Transit | CAP-21-40-1141-ILL #pend CAPITAL GRANT | 12-31-25 | | X | | ACTIVE | 1,140,000 | |
| | 700 | Mass Transit | 2022 CVP Application | | | | | SUBMITTED | | |
| | 700 | Mass Transit | Metro Planning Application | | | | | SUBMITTED | | |
| | 700 | Mass Transit | IL-2020-010-01 | 3/30/2025 | | X | | ACTIVE | 412,270 | |

| Grant ID | Div | Grant Name | Expiration | State | Federal | In Budget | Status | Grant Amount |
|---|---|---|---|---|---|---|---|---|
| 700 | Mass Transit | IL-2020-020-00 | 3/30/2027 | | X | | ACTIVE | 6,168,433 |
| 700 | Mass Transit | IL-2022-011-00 | 9/30/2025 | | X | | ACTIVE | 291,000 |
| 700 | Mass Transit | IL-2022-015-02 | 3/30/2027 | | X | | ACTIVE | 5,734,880 |
| 700 | Mass Transit | IL-2022-028-01 | 3/30/2028 | | | | ACTIVE | 3,374,140 |
| 700 | Mass Transit | FTA FY2022 Low-No | | | | | ACTIVE | 16,800,000 |
| 700 | Mass Transit | Safe Streets 4 All Application | | | X | | ACTIVE | 240,000 |
| 700 | Mass Transit | Thriving Communities | 3/30/2025 | | X | | ACTIVE | |
| 700 | Mass Transit | THUD Application | | | X | | SUBMITTED | |
| | | | | | | | *Total* | *187,224,048* |
| | | | | | | | *Active* | *177,237,016* |

**Bold print indicates information updated from previous month's report**

## City of Decatur

**Month of :** October, 2023

## Treasurer's Investment Report

***Pooled Cash***

*Account # 8051000942*

*Multiple Funds - Pooled Cash*

| Investment Instrument | Expect Int Income | Maturity Date | Coupon Rate | Yield at Purchase | Par Value Amount | Cost | Market Value | CP Interest Received | YTD Interest Received 2023 | BTD Interest Received |
|---|---|---|---|---|---|---|---|---|---|---|
| US Treasury Bond | Mar - Sep | 03/31/23 | 1.50000% | 1.700% | - | - | - | - | 13,687.50 | 23,866.07 |
| US Treasury Bond | Mar - Sep | 03/31/23 | 1.50000% | 4.340% | - | | | - | | |
| US Treasury Bond | Feb - Aug | 08/31/23 | 0.12500% | 3.410% | - | - | - | - | 2,866.85 | 2,866.85 |
| US Treasury Bond | Feb - Aug | 08/31/23 | 0.12500% | 4.650% | - | | | - | | |
| US Treasury Bond | May - Nov | 11/30/23 | 0.50000% | 0.520% | 2,225,000.00 | 4,399,441.41 | 4,457,726.50 | - | 9,230.09 | 20,355.09 |
| US Treasury Bond | May - Nov | 11/30/23 | 0.50000% | 4.790% | 1,000,000.00 | | | - | | |
| US Treasury Bond | May - Nov | 11/30/23 | 0.50000% | 4.510% | 1,250,000.00 | | | - | | |
| US Treasury Bond | Jun-Dec | 06/15/24 | 0.25000% | 0.460% | 1,500,000.00 | 5,067,246.09 | 5,082,682.50 | - | 2,169.21 | 7,794.21 |
| US Treasury Bond | Jun-Dec | 06/15/24 | 0.25000% | 4.160% | 1,250,000.00 | | | - | | |
| US Treasury Bond | Jun-Dec | 06/15/24 | 0.25000% | 5.470% | 1,250,000.00 | | | | | |
| US Treasury Bond | Jun-Dec | 06/15/24 | 0.25000% | 5.320% | 1,250,000.00 | | | | | |
| US Treasury Bond | Feb - Aug | 08/15/24 | 0.37500% | 0.390% | 1,600,000.00 | 4,460,429.69 | 4,419,956.00 | - | 5,510.87 | 8,510.87 |
| US Treasury Bond | Feb - Aug | 08/15/24 | 0.37500% | 5.400% | 3,000,000.00 | | | | | |
| US Treasury Bond | Mar - Sep | 09/15/24 | 0.37500% | 0.530% | 1,000,000.00 | 3,371,503.91 | 3,348,660.00 | (231.81) | 5,747.29 | 9,497.29 |
| US Treasury Bond | Mar - Sep | 09/15/24 | 0.37500% | 4.050% | 1,250,000.00 | | - | - | | |
| US Treasury Bond | Mar - Sep | 09/15/24 | 0.37500% | | 1,250,000.00 | | | | | |
| US Treasury Bill Zero | Apr-Oct | 04/27/23 | 0.37400% | 4.020% | - | - | - | - | 4,660.24 | 4,660.24 |
| US Treasury Bond | May - Nov | 05/31/23 | 0.12500% | 4.640% | - | - | - | - | 291.89 | 291.89 |
| US Treasury Bond | Jun-Dec | 06/30/23 | 0.12500% | 4.650% | - | - | - | - | 423.00 | 423.00 |
| US Treasury Bond | Jan-July | 07/15/23 | 0.12500% | 4.590% | - | - | - | - | 487.74 | 487.74 |
| US Treasury Bond | Mar - Sep | 09/30/23 | 0.25000% | 4.620% | 1,250,000.00 | - | - | 1,562.50 | 1,622.61 | 1,622.61 |
| US Treasury Bond | Apr-Oct | 10/15/23 | 0.12500% | 4.640% | 1,250,000.00 | - | - | 781.25 | 875.69 | 875.69 |
| US Treasury Bill Zero | Jun-Dec | 12/07/23 | 0.01280% | 5.450% | 505,000.00 | 498,609.15 | 498,609.15 | | | |
| US Treasury Bond | Jun-Dec | 12/31/23 | 2.25000% | 4.500% | 1,250,000.00 | 1,228,857.42 | 1,243,400.00 | - | 7,613.94 | 7,613.94 |
| US Treasury Bill Zero | Jan-July | 01/09/24 | 0.01790% | 5.530% | 505,000.00 | 496,130.15 | 496,130.15 | | | |
| US Treasury Bond | Jan-July | 01/15/24 | 0.12500% | 4.460% | 1,250,000.00 | 1,207,275.39 | 1,236,675.00 | - | 487.74 | 487.74 |
| US Treasury Bond | Feb - Aug | 02/15/24 | 0.12500% | 4.450% | 1,250,000.00 | 1,202,880.86 | 1,231,012.50 | - | 621.55 | 621.55 |
| US Treasury Bill Zero | Mar - Sep | 03/07/24 | 0.02670% | 5.490% | 1,025,000.00 | 998,328.01 | 998,328.01 | | | |
| US Treasury Bond | Mar - Sep | 03/15/24 | 0.25000% | 4.360% | 1,250,000.00 | 1,201,464.84 | 1,226,325.00 | - | 1,486.09 | 1,486.09 |
| US Treasury Bond | Apr-Oct | 04/30/24 | 2.00000% | 4.330% | 1,250,000.00 | 1,218,994.14 | 1,228,562.50 | 12,500.00 | 15,055.25 | 15,055.25 |
| US Treasury Bond | May - Nov | 05/15/24 | 0.25000% | 5.250% | 1,250,000.00 | 1,192,431.64 | 1,215,237.50 | - | (135.87) | (135.87) |
| US Treasury Bond | May - Nov | 05/31/24 | 2.50000% | 4.180% | 1,250,000.00 | 1,225,927.74 | 1,228,412.50 | - | 5,837.91 | 5,837.91 |
| US Treasury Bond | Jan-July | 07/15/24 | 0.37500% | 4.100% | 1,250,000.00 | 1,191,113.28 | 1,206,200.00 | - | 1,463.21 | 1,463.21 |
| US Treasury Bond | Feb - Aug | 08/31/24 | 1.25000% | 4.050% | 1,250,000.00 | 1,201,660.16 | 1,207,275.00 | - | 6,793.49 | 6,793.49 |
| US Treasury Bond | Apr-Oct | 10/15/24 | 0.62500% | 3.980% | 1,250,000.00 | 1,187,207.03 | 1,194,237.50 | 3,906.25 | 4,378.43 | 4,378.43 |
| US Treasury Bond | May - Nov | 11/15/24 | 0.75000% | 3.950% | 1,250,000.00 | 1,186,914.06 | 1,191,362.50 | - | 1,346.69 | 1,346.69 |
| US Treasury Bond | Jun-Dec | 12/15/24 | 1.00000% | 3.880% | 1,250,000.00 | 1,190,380.86 | 1,190,725.00 | - | 2,850.27 | 2,850.27 |
| US Treasury Bond | Jan-July | 01/15/25 | 1.12500% | 3.890% | 1,250,000.00 | 1,190,087.89 | 1,189,112.50 | - | 4,389.67 | 4,389.67 |
| US Treasury Bond | Feb - Aug | 02/15/25 | 1.50000% | 3.850% | 1,250,000.00 | 1,196,777.34 | 1,190,912.50 | - | 7,458.56 | 7,458.56 |
| US Treasury Bond | Mar - Sep | 03/15/25 | 1.75000% | 3.800% | 1,250,000.00 | 1,201,708.99 | 1,192,037.50 | - | 10,402.51 | 10,402.51 |
| US Treasury Bond | Mar - Sep | 03/31/25 | 0.50000% | 4.090% | 1,825,000.00 | 1,700,244.14 | 1,707,305.75 | 4,562.50 | 4,562.50 | 4,562.50 |
| US Treasury Bond | Apr-Oct | 04/30/25 | 0.37500% | 4.060% | 1,250,000.00 | 1,162,060.55 | 1,163,425.00 | 2,343.75 | 2,369.65 | 2,369.65 |
| US Treasury Bond | May - Nov | 05/31/25 | 0.25000% | 3.980% | 1,000,000.00 | 926,835.94 | 925,430.00 | - | 151.10 | 151.10 |
| US Treasury Bond | Mar - Sep | 09/30/25 | 0.25000% | | 1,250,000.00 | 1,138,867.19 | 1,141,112.50 | (145.15) | (145.15) | (145.15) |
| Federated US Treasury Cash Reserves | | Liquid | | | 11,128,241.58 | 11,128,241.58 | 11,264,641.51 | 47,943.83 | 291,761.40 | |
| | | | | | | | | | | |
| Total Investment(s) | | | | | 57,563,241.58 | 53,371,619.45 | 53,675,494.57 | 73,223.12 | 416,321.92 | 158,239.09 |

*Journal Entry*

| Pooled Cash | Month | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Unbooked | Booked |
|---|---|---|---|---|---|---|---|
| **Fees** | (10,599.22) | (2,080.15) | (10,036.66) | (10,082.38) | (10,599.22) | - | (32,798.41) |
| **Gain/Loss from sale of bond** | 58,593.74 | 5,494.14 | 25,585.94 | 97,294.92 | 58,593.74 | - | 186,968.74 |
| **Interest (Income)** | 73,223.12 | (28,184.65) | 184,010.51 | 187,272.94 | 73,223.12 | - | 416,321.92 |
| | 121,217.64 | (24,770.66) | 199,559.79 | 274,485.48 | 121,217.64 | - | 570,492.25 |

***Water Capital Bond***
*Account # 1001027214*
*Fund 89*

| Investment Instrument | Expect Int Income | Maturity Date | Coupon Rate | Yield at Purchase | Par Value Amount | Cost | Market Value | CP Interest Received | YTD Interest Received 2023 | BTD Interest Received |
|---|---|---|---|---|---|---|---|---|---|---|
| United States Treasury Bill Zero 19 Jan 2023 | Jan-Jul | 1/19/2023 | 1.340% | | - | - | - | - | 26,445.00 | 26,445.00 |
| United States Treasury Note/Bond 1.5% 28 Feb 2023 | Feb-Aug | 2/28/2023 | 1.500% | 3.020% | - | - | - | - | 15,000.00 | 16,875.00 |
| United States Treasury Note/Bond .125% 31 Mar 2023 | Mar-Sep | 3/31/2023 | 0.125% | 3.100% | - | - | - | - | 1,250.00 | 1,612.02 |
| United States Treasury Note/Bond .25% 15 Apr 2023 | Apr-Oct | 4/15/2023 | 0.250% | 3.140% | - | - | - | - | 2,500.00 | 3,428.96 |
| United States Treasury Bill Zero 27 Apr 2023 | Apr-Oct | 4/27/2023 | 2.243% | 4.490% | - | - | - | - | 32,911.67 | 32,911.67 |
| United States Treasury Bill Zero 25 May 2023 | May-Nov | 5/25/2023 | 2.260% | 4.650% | - | - | - | - | 39,776.00 | 39,776.00 |
| United States Treasury Note/Bond .125% 31 May 2023 | May-Nov | 5/31/2023 | 0.125% | 3.220% | - | - | - | - | 1,250.00 | 2,028.69 |
| United States Treasury Note/Bond .125% 30 Jun 2023 | Jun-Dec | 6/30/2023 | 0.125% | 3.230% | - | - | - | - | 1,250.00 | 985.05 |
| United States Treasury Note/Bond .125% 15 Jul 2023 | Jan-Jul | 7/15/2023 | 0.125% | 3.260% | - | - | - | - | 47,208.61 | 47,045.57 |
| United States Treasury Bill Zero 20 Jul 2023 | Jan-Jul | 7/20/2023 | 2.351% | 4.780% | - | - | - | - | 2,500.00 | 2,500.00 |
| United States Treasury Bill Zero 24 Aug 2023 | Feb-Aug | 8/24/2023 | 2.466% | 5.090% | - | - | - | - | 48,134.17 | 48,134.17 |
| United States Treasury Note/Bond .75% 31 Dec 2023 | Jun-Dec | 12/31/2023 | 0.750% | 4.660% | 1,500,000.00 | 2,982,785.16 | 3,076,254.00 | - | 23,250.00 | 11,949.05 |
| United States Treasury Note/Bond .75% 31 Dec 2023 | Jun-Dec | 12/31/2023 | 0.750% | 4.750% | 1,600,000.00 | | | - | | |
| United States Treasury Note/Bond .25% 15 Mar 2024 | Mar-Sep | 3/15/2024 | 0.250% | 4.630% | 2,000,000.00 | 1,918,906.25 | 1,962,120.00 | - | 2,282.61 | 2,282.61 |
| United States Treasury Note/Bond .375% 15 Apr 2024 | Apr-Oct | 4/15/2024 | 0.375% | 4.790% | 2,000,000.00 | 3,353,867.19 | 3,420,690.00 | 6,562.50 | 6,301.22 | 6,301.22 |
| United States Treasury Note/Bond .375% 15 Apr 2024 | Apr-Oct | 4/15/2024 | 0.375% | 4.780% | 1,500,000.00 | | | - | | |
| United States Treasury Note/Bond .25% 15 May 2024 | May-Nov | 5/15/2024 | 0.250% | 5.210% | 1,800,000.00 | 3,624,500.01 | 3,694,322.00 | - | (351.90) | (351.90) |
| United States Treasury Note/Bond .25% 15 May 2024 | May-Nov | 5/15/2024 | 0.250% | 5.250% | 2,000,000.00 | | | - | | |
| United States Treasury Note/Bond .25% 15 Jun 2024 | Jun-Dec | 6/15/2024 | 0.250% | 5.470% | 2,000,000.00 | 3,815,000.00 | 3,872,520.00 | - | (669.40) | (669.40) |
| United States Treasury Note/Bond .25% 15 Jun 2024 | Jun-Dec | 6/15/2024 | 0.250% | 5.330% | 2,000,000.00 | | | - | | |
| United States Treasury Note/Bond .375% 15 July 2024 | Jan-Jul | 7/15/2024 | 0.375% | 5.340% | 2,000,000.00 | 1,906,093.75 | 1,929,920.00 | - | (122.28) | (122.28) |
| United States Treasury Note/Bond 2.375% 15 Aug 2024 | Feb-Aug | 8/15/2024 | 2.375% | 5.360% | 2,000,000.00 | 1,943,906.25 | 1,951,880.00 | - | (1,161.68) | (1,161.68) |
| BlackRock Liquidity Funds Treasury Trust Fund Portfolio | | | | | 1,005,037.08 | 1,005,037.08 | 1,045,891.48 | 4,374.95 | 19,162.73 | |
| | | | | | | | | | | |
| *Total Investment(s)* | | | | | *21,405,037.08* | *20,550,095.69* | *20,953,597.48* | *10,937.45* | *266,916.75* | *239,969.75* |
| | | | | | | | | | | |
| ***GRAND TOTALS:*** | | | | | *78,968,278.66* | *73,921,715.14* | *74,629,092.05* | *84,160.57* | *683,238.67* | *398,208.84* |

*Journal Entry*

| **Water Capital Bond** | Month | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Unbooked | Booked |
|---|---|---|---|---|---|---|---|
| **Fees** | (4,166.88) | (4,032.05) | (4,080.61) | (4,119.40) | (4,166.88) | - | (12,232.06) |
| **Gain/Loss from sale of bond** | 0.00 | 54,531.25 | 142,343.74 | 57,187.50 | - | - | 254,062.49 |
| **Interest (Income)** | 10,937.45 | 59,145.04 | 93,676.63 | 107,532.58 | 10,937.45 | - | 260,354.25 |
| | 6,770.57 | 109,644.24 | 231,939.76 | 160,600.68 | 6,770.57 | - | 502,184.68 |

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

***City of Decatur*** home

***Water Bond Issue - 2022 Bond Fund 89***

***Month of: Sept & Oct 2023***

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

***Fund Description*** *Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds*

***Debt Issue*** *GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects*

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

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

| **Actual Bond Spend Activity in Fiscal year 2023** | **January** | **February** | **March** | **April** | **May** | **June** | **July** | **August** | **September** | **October** | **November** | **December** | **Total** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Proceeds available to spend | 24,953,276 | 24,938,010 | 24,958,055 | 24,649,948 | 24,721,550 | 24,606,889 | 24,535,733 | 24,508,866 | 24,431,517 | 24,196,405 | | | |
| **Revenues** | | | | | | | | | | | | | |
| Bond Proceeds | - | - | - | - | - | - | - | - | - | - | | | - |
| Interest/Investment Income | 40,532 | 20,046 | 4,848 | 33,896 | 45,335 | 17,548 | 60,167 | 54,338 | 9,332 | 13,431 | | | 299,472 |
| Gain/Loss on Investments | - | - | 54,531 | 38,906 | 49,141 | 54,297 | 57,188 | - | - | - | | | 254,062 |
| **Expenditures** | | | | | | | | | | | | | |
| Transfer out of old proceeds | - | - | - | - | - | - | - | | | - | | | - |
| Bond Insuance Costs | - | - | - | - | - | - | - | | | - | | | - |
| Misc. | - | - | - | - | - | - | 12,232 | - | - | 4,167 | - | - | 16,399 |
| Water/Sewer improvements | 55,798 | - | 367,487 | 1,200 | 209,137 | 143,000 | 131,990 | 131,686 | 244,444 | 246,784 | | | 1,531,527 |
| | | | | | | | | | | | | | - |
| Total Expenditures | 55,798 | - | 367,487 | 1,200 | 209,137 | 143,000 | 144,222 | 131,686 | 244,444 | 250,951 | - | - | 1,547,926 |
| Ending cash available | 24,938,010 | 24,958,055 | 24,649,948 | 24,721,550 | 24,606,889 | 24,535,733 | 24,508,866 | 24,431,517 | 24,196,405 | 23,958,885 | - | - | |

**City of Decatur** home

**Month of:** Sept & Oct 2023

## Fire Station New Construction - Status of 2018 Project Fund 44

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

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

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

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

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

| **Actual Bond Spend Activity in Fiscal year 2018** | January | February | March | April | May | June | July | August | September | October | November | December | Total | Fire 3 | Fire 5 | Fire 7 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Proceeds available to spend | | | | | | | 8,682,147 | 8,513,450 | 8,487,932 | 8,487,629 | 8,439,674 | 8,383,973 | | | | | |
| **Revenues** | | | | | | | | | | | | | | | | | |
| Investment Income | | | | | | | - | - | - | - | - | 30,183 | 30,183 | | | | |
| **Expenditures** | | | | | | | | | | | | | | | | | |
| Fire Station 3 | | | | | | | - | - | - | - | - | 8,190 | 8,190 | 8,190 | | | |
| Fire Station 5 | | | | | | | 168,697 | 25,518 | - | 47,955 | 55,701 | 26,885 | 324,756 | | 324,756 | | |
| Fire Station 7 | | | | | | | - | - | 303 | - | - | - | 303 | | | 303 | |
| Total Expenditures | | | | | | | 168,697 | 25,518 | 303 | 47,955 | 55,701 | 35,075 | 333,249 | 8,190 | 324,756 | 303 | 333,249 |
| Ending cash available | | | | | | | 8,513,450 | 8,487,932 | 8,487,629 | 8,439,674 | 8,383,973 | 8,379,081 | | | | | |

| **Actual Bond Spend Activity in Fiscal year 2019** | January | February | March | April | May | June | July | August | September | October | November | December | Total | Fire 3 | Fire 5 | Fire 7 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Proceeds available to spend | 8,379,081 | 8,302,118 | 8,157,046 | 8,156,027 | 8,005,690 | 8,030,861 | 7,840,396 | 7,620,197 | 7,378,090 | 7,422,473 | 6,747,802 | 6,747,711 | | | | | |
| **Revenues** | | | | | | | | | | | | | | | | | |
| Investment Income | 594 | 24,394 | 858 | 7,975 | 25,171 | 1,645 | 3,855 | 1,342 | 44,383 | 9,094 | 956 | 33,797 | 154,064 | | | | |
| **Expenditures** | | | | | | | | | | | | | | | | | |
| Fire Station 3 | - | - | - | - | - | - | - | - | - | - | - | 19,000 | 19,000 | 19,000 | | | |
| Fire Station 5 | 77,557 | 169,466 | 1,877 | 158,312 | - | 192,110 | 224,054 | 243,449 | - | 683,265 | 1,047 | 419,111 | 2,170,248 | | 2,170,248 | | |
| Fire Station 7 | - | - | - | - | - | - | - | - | - | 500 | - | - | 500 | | | 500 | |
| Total Expenditures | 77,557 | 169,466 | 1,877 | 158,312 | - | 192,110 | 224,054 | 243,449 | - | 683,765 | 1,047 | 438,111 | 2,189,748 | 19,000 | 2,170,248 | 500 | 2,189,748 |
| Ending cash available | 8,302,118 | 8,157,046 | 8,156,027 | 8,005,690 | 8,030,861 | 7,840,396 | 7,620,197 | 7,378,090 | 7,422,473 | 6,747,802 | 6,747,711 | 6,343,397 | | | | | |

| **Actual Bond Spend Activity in Fiscal year 2020** | January | February | March | April | May | June | July | August | September | October | November | December | Total | Fire 3 | Fire 5 | Fire 7 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Proceeds available to spend | 6,343,397 | 6,153,751 | 6,151,614 | 5,945,199 | 5,923,605 | 5,788,011 | 5,795,171 | 5,796,651 | 5,806,685 | 5,791,259 | 5,793,059 | 5,794,723 | | | | | |
| **Revenues** | | | | | | | | | | | | | | | | | |
| Investment Income | 560 | 560 | 47,649 | 6,984 | 478 | 27,993 | 1,827 | 25,466 | 8,819 | 1,800 | 6,285 | 269 | 128,690 | | | | |
| **Expenditures** | | | | | | | | | | | | | | | | | |
| Fire Station 3 | - | - | 176,418 | 24,121 | - | 20,832 | 347 | 14,829 | 13,381 | - | 4,621 | 8,342 | 262,892 | 262,892 | | | |
| Fire Station 5 | 190,206 | 2,697 | 77,646 | 4,357 | 136,072 | - | | 102 | 10,209 | - | - | - | 421,289 | | 421,289 | | |
| Fire Station 7 | - | - | | 100 | - | - | | 500 | 655 | - | - | 79,785 | 81,040 | | | 81,040 | |
| Total Expenditures | 190,206 | 2,697 | 254,064 | 28,578 | 136,072 | 20,832 | 347 | 15,431 | 24,245 | - | 4,621 | 88,127 | 765,222 | 262,892 | 421,289 | 81,040 | 765,222 |
| Ending cash available | 6,153,751 | 6,151,614 | 5,945,199 | 5,923,605 | 5,788,011 | 5,795,171 | 5,796,651 | 5,806,685 | 5,791,259 | 5,793,059 | 5,794,723 | 5,706,865 | | | | | |

| **Actual Bond Spend Activity in Fiscal year 2021** | January | February | March | April | May | June | July | August | September | October | November | December | Total | Fire 3 | Fire 5 | Fire 7 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Proceeds available to spend | 5,706,865 | 5,400,299 | 5,390,508 | 4,967,656 | 4,739,769 | 3,981,357 | 3,951,388 | 3,627,984 | 3,906,277 | 3,413,375 | 3,261,630 | 3,026,367 | | | | | |
| **Revenues** | | | | | | | | | | | | | | | | | |
| Investment Income | 108 | 1 | 6,143 | 2 | 1 | (3,129) | 1 | 2,206 | 347 | 2 | (94) | 34 | 5,621 | | | | |
| Gain/Loss from investment | | | (6,715) | | | | | (5,012) | | | | | (11,727) | | | | |
| Transfer from Other Funds | - | - | - | - | - | - | - | 480,000 | - | - | - | - | 480,000 | | | | |
| **Expenditures** | | | | | | | | | | | | | | | | | |
| Fire Station 3 | 306,673 | 9,792 | 422,280 | 227,389 | 576,668 | 24,768 | 325,476 | 13,543 | 456,059 | 151,746 | 235,169 | 11,175 | 2,760,740 | 2,760,740 | | | |
| Fire Station 5 | - | - | - | - | - | - | - | 140,136 | - | - | - | - | 140,136 | | 140,136 | | |
| Fire Station 7 | - | - | - | 500 | 181,745 | 2,071 | (2,071) | 45,222 | 37,190 | - | - | 53,581 | 318,237 | | | 318,237 | |
| Total Expenditures | 306,673 | 9,792 | 422,280 | 227,889 | 758,413 | 26,839 | 323,405 | 198,902 | 493,249 | 151,746 | 235,169 | 64,755 | 3,219,114 | 2,760,740 | 140,136 | 318,237 | 3,219,114 |
| Ending cash available | 5,400,299 | 5,390,508 | 4,967,656 | 4,739,769 | 3,981,357 | 3,951,388 | 3,627,984 | 3,906,277 | 3,413,375 | 3,261,630 | 3,026,367 | 2,961,645 | | | | | |

| **Actual Bond Spend Activity in Fiscal year 2022** | January | February | March | April | May | June | July | August | September | October | November | December | Total | Fire 3 | Fire 5 | Fire 7 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Proceeds available to spend | 2,961,645 | 2,961,681 | 2,959,059 | 2,933,908 | 2,933,704 | 2,581,990 | 2,426,325 | 2,422,645 | 2,047,121 | 2,037,799 | 2,025,318 | 1,317,109 | | | | | |
| **Revenues** | | | | | | | | | | | | | | | | | |
| Investment Income | 35 | (175) | 152 | - | 127 | 38 | - | 41 | 378 | 2,755 | 952 | 587 | 4,890 | | | | |
| Gain/Loss from investment | - | 34 | - | (204) | - | - | - | - | | | 116 | | (54) | | | | |
| Transfer from Other Funds | - | - | - | - | - | - | - | - | | | | | - | | | | |
| Misc. Income | | | | | | | | | | | | 115,000 | | | | | |
| **Expenditures** | | | | | | | | | | | | | | | | | |
| No project code | | | | | | | | 1,408 | 4,755 | 5,678 | | | | | | | |
| Fire Station 3 | - | - | 233 | - | 38,746 | 142,384 | | (543) | | | 4,095 | | 184,914 | 184,914 | | | |
| Fire Station 5 | - | - | - | - | - | - | | | | | | | - | | - | | |
| Fire Station 7 | - | 2,480 | 25,070 | - | 313,094 | 13,321 | 3,680 | 374,700 | 4,945 | 9,558 | 705,182 | 861,407 | 2,313,438 | | | 2,313,438 | |
| Total Expenditures | - | 2,480 | 25,303 | - | 351,841 | 155,704 | 3,680 | 375,565 | 9,700 | 15,235 | 709,277 | 861,407 | 2,498,352 | 184,914 | - | 2,313,438 | 2,498,352 |
| Ending cash available | 2,961,681 | 2,959,059 | 2,933,908 | 2,933,704 | 2,581,990 | 2,426,325 | 2,422,645 | 2,047,121 | 2,037,799 | 2,025,318 | 1,317,109 | 571,289 | | 3,235,736 | 3,056,430 | 2,713,518 | 9,005,684 |

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

*note 1 final number construction costs excludes $600.00 earnest payment for property acquisition in 2017*
*note 2 final number construction costs*
*note 3 construction costs for fire station 7*
*note 4 transfer from other funds ($480k) consists of $350k CUREs reimbursement and $130k reimbursement from fund 42 for IDOT related station 3 road work*
*note 5 FY2023 mi-year budget adjustment in June will transfer funds from ARP once final bills arrive to a maximum of $482,509*

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

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

**City of Decatur** **Period Ending: Sept & Oct 2023**

**City Treasurer's Financial Report**

**General Fund Summary**

| Month of Fiscal Year | 1 Jan | 2 Feb | 3 Mar | 4 Apr | 5 May | 6 Jun | 7 Jul | 8 Aug | 9 Sep | 10 Oct | 11 Nov | 12 Dec | Actual YTD | Adopted Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | | | | | | | | | |
| *Actual* | 6,479,130 | 6,309,981 | 6,002,627 | 5,803,605 | 7,066,238 | 5,834,342 | 12,711,098 | 6,539,192 | 6,427,839 | 10,193,908 | | | 73,367,960 | |
| *Budget Projection* | 6,173,274 | 5,863,228 | 6,962,302 | 5,960,707 | 7,922,048 | 5,902,173 | 12,340,959 | 6,973,136 | 9,287,820 | 7,629,052 | | | 75,014,697 | 87,437,000 |
| *Vs budget in month* | 305,856 | 446,753 | (959,675) | (157,102) | (855,810) | (67,830) | 370,140 | (433,944) | (2,859,981) | 2,564,856 | - | - | | |
| *Vs budget to date* | 305,856 | 752,610 | (207,065) | (364,167) | (1,219,977) | (1,287,808) | (917,668) | (1,351,612) | (4,211,593) | (1,646,737) | - | - | (1,646,737) | |
| **EXPENSE** | | | | | | | | | | | | | | |
| *Personnel Expense* | | | | | | | | | | | | | | |
| *Actual* | 3,771,807 | 3,477,179 | 5,193,724 | 3,395,363 | 3,452,145 | 3,528,161 | 9,467,884 | 5,934,822 | 6,075,447 | 7,199,714 | | | 51,496,246 | |
| *Budget Projection* | 4,031,343 | 3,631,258 | 5,402,600 | 4,046,758 | 3,753,100 | 4,244,680 | 9,003,324 | 4,547,183 | 8,785,803 | 4,776,663 | | | 52,222,712 | 60,114,256 |
| *Vs budget in month* | (259,536) | (154,080) | (208,876) | (651,395) | (300,955) | (716,519) | 464,560 | 1,387,639 | (2,710,356) | 2,423,051 | - | - | | 68% |
| *Vs budget to date* | (259,536) | (413,616) | (622,491) | (1,273,887) | (1,574,841) | (2,291,360) | (1,826,800) | (439,161) | (3,149,517) | (726,466) | - | - | (726,466) | of GF Expense |
| *Operating Expense* | | | | | | | | | | | | | | |
| *Actual* | 2,162,685 | 3,449,489 | 1,154,758 | 3,820,056 | 1,503,413 | 1,551,770 | 2,898,895 | 1,822,983 | 1,417,382 | 1,911,364 | | | 21,692,795 | |
| *Budget Projection* | 3,203,313 | 1,122,451 | 1,098,645 | 2,013,733 | 1,789,081 | 2,199,909 | 8,432,310 | 1,624,411 | 1,329,165 | 1,889,182 | | | 24,702,201 | 28,747,744 |
| *Vs budget in month* | (1,040,628) | 2,327,038 | 56,113 | 1,806,323 | (285,668) | (648,139) | (5,533,416) | 198,572 | 88,216 | 22,182 | - | - | | 32% |
| *Vs budget to date* | (1,040,628) | 1,286,410 | 1,342,523 | 3,148,846 | 2,863,178 | 2,215,039 | (3,318,377) | (3,119,805) | (3,031,589) | (3,009,407) | - | - | (3,009,407) | of GF Expense |
| **TOTAL EXPENSE** | | | | | | | | | | | | | | |
| *Actual* | 5,934,492 | 6,926,668 | 6,348,482 | 7,215,420 | 4,955,559 | 5,079,931 | 12,366,778 | 7,757,805 | 7,492,828 | 9,111,078 | - | - | 73,189,041 | |
| *Budget Projection* | 7,234,656 | 4,753,710 | 6,501,244 | 6,060,492 | 5,542,181 | 6,444,589 | 17,435,634 | 6,171,594 | 10,114,968 | 6,665,845 | - | - | 76,924,913 | 88,862,000 |
| *Vs budget in month* | (1,300,164) | 2,172,958 | (152,762) | 1,154,928 | (586,622) | (1,364,658) | (5,068,856) | 1,586,211 | (2,622,140) | 2,445,233 | - | - | | |
| *Vs budget to date* | (1,300,164) | 872,794 | 720,031 | 1,874,959 | 1,288,337 | (76,321) | (5,145,177) | (3,558,965) | (6,181,105) | (3,735,872) | - | - | (3,735,872) | |
| **Surplus / (Deficit)** | | | | | | | | | | | | | | |
| *Actual* | 544,638 | (616,686) | (345,855) | (1,411,815) | 2,110,679 | 754,411 | 344,320 | (1,218,613) | (1,064,989) | 1,082,830 | - | - | 178,919 | |
| *Budget Projection* | (1,061,383) | 1,109,519 | 461,058 | (99,785) | 2,379,867 | (542,417) | (5,094,675) | 801,542 | (827,148) | 963,207 | - | - | (1,910,216) | (1,425,000) |
| *Vs budget in month* | 1,606,021 | (1,726,205) | (806,912) | (1,312,030) | (269,188) | 1,296,828 | 5,438,995 | (2,020,155) | (237,841) | 119,623 | - | - | | |
| *Vs budget to date* | 1,606,021 | (120,184) | (927,097) | (2,239,127) | (2,508,315) | (1,211,487) | 4,227,508 | 2,207,353 | 1,969,512 | 2,089,135 | - | - | 2,089,135 | |
| *Beginning Cash Balance* | 25,180,137 | 25,730,115 | 25,178,805 | 24,816,422 | 23,386,727 | 25,584,364 | 26,364,405 | 26,854,521 | 25,763,456 | 24,710,565 | - | - | | |
| *Balance Sheet Adjustments* | 5,339 | 65,377 | (16,529) | (17,880) | 86,958 | 25,630 | 145,796 | 127,548 | 12,098 | 25,776 | | | | |
| *Ending Cash Balance* | 25,730,115 | 25,178,805 | 24,816,422 | 23,386,727 | 25,584,364 | 26,364,405 | 26,854,521 | 25,763,456 | 24,710,565 | 25,819,171 | - | - | | |

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

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

**Period Ending: Sept & Oct 2023**

| Div | Month of Fiscal Year / Fund | 1 Jan | 2 Feb | 3 Mar | 4 Apr | 5 May | 6 Jun | 7 Jul | 8 Aug | 9 Sep | 10 Oct | 11 Nov | 12 Dec | Actual YTD | Revised Budget | % of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Memo Items** | | | | | | | | | | | | | | | | |
| **PROPERTY TAX TOTAL** | | | | | | | | | | | | | | | | |
| var | REAL ESTATE TAX-CIVIL CITY var | | | | | | - | 7,908,411 | 806,355 | 917,139 | 4,809,047 | - | - | 14,440,952 | 15,677,193 | 92% |
| var | REAL ESTATE TAX-TIF DISTRICTS var | | | | | | - | 739,834 | 106,943 | 30,682 | 617,652 | - | - | 1,495,111 | 1,841,409 | 81% |
| | OTHER TAXES TOTAL | - | - | - | - | - | - | 8,648,245 | 913,298 | 947,821 | 5,426,700 | - | - | 15,936,063 | 17,518,602 | 91% |
| **OTHER TAXES TOTAL** | | | | | | | | | | | | | | | | |
| var | LOCAL SALES TAX var | 1,157,380 | 1,134,252 | 1,246,328 | 954,992 | 947,436 | 1,063,989 | 1,106,303 | 1,174,733 | 1,162,413 | 1,103,324 | - | - | 11,051,150 | 13,501,160 | 82% |
| var | STATE SALES TAX var | 1,168,660 | 1,127,485 | 1,289,943 | 1,033,077 | 1,002,240 | 1,144,522 | 1,152,092 | 1,222,864 | 1,200,298 | 1,154,653 | - | - | 11,495,835 | 14,061,840 | 82% |
| | OTHER TAXES TOTAL | 2,326,039 | 2,261,737 | 2,536,272 | 1,988,069 | 1,949,677 | 2,208,510 | 2,258,395 | 2,397,597 | 2,362,711 | 2,257,977 | - | - | 22,546,985 | 27,563,000 | 82% |
| | **GENERAL FUND** | | | | | | | | | | | | | | | |
| **GENERAL GOV TAXES** | | | | | | | | | | | | | | | | |
| 301103 | PROPERTY TAX 10 | | | | | | - | 6,002,307 | 612,006 | 696,088 | 3,649,959 | - | | 10,960,359 | 11,940,000 | 92% |
| 301106 | MOBILE HOME PRIVELEGE TAX 10 | | | | | | | - | - | - | - | - | | - | 14,000 | 0% |
| 301201 | STATE SALES TAX 10 | 1,155,830 | 1,114,655 | 1,277,113 | 1,020,247 | 989,410 | 1,131,692 | 1,139,262 | 1,210,034 | 1,187,468 | 1,141,823 | - | - | 11,367,535 | 13,914,000 | 82% |
| 301202 | TELEPHONE UTILITY TAX 10 | 100,718 | 101,222 | 121,496 | 107,186 | 89,187 | 93,766 | 89,855 | 94,549 | 91,316 | 91,984 | - | - | 981,278 | 1,183,000 | 83% |
| 301203 | FOOD & BEVERAGE TAX 10 | 349,168 | 310,308 | 314,152 | 344,283 | 356,811 | 348,084 | 362,797 | 361,840 | 356,626 | 336,711 | - | - | 3,440,780 | 3,997,000 | 86% |
| 301204 | HOTEL AND MOTEL TAX 10 | 71,531 | 89,816 | 74,851 | 111,415 | 78,123 | 114,607 | 112,386 | 124,206 | 159,762 | 142,033 | - | - | 1,078,731 | 1,152,000 | 94% |
| 301205 | LOCAL SALES TAX 10 | 1,142,635 | 1,119,507 | 1,231,583 | 940,247 | 932,691 | 1,049,244 | 1,091,558 | 1,159,988 | 1,147,668 | 1,088,579 | - | - | 10,903,700 | 13,334,000 | 82% |
| 301206 | AVIATION FUEL TAX 10 | 1,191 | 2,212 | 1,079 | 876 | 2,697 | 2,545 | 2,502 | 2,493 | 2,415 | 1,836 | - | - | 19,844 | 8,000 | 248% |
| 301207 | LOCAL USE TAX 10 | 253,475 | 267,197 | 323,206 | 226,274 | 208,488 | 257,890 | 215,778 | 213,410 | 160,202 | 225,763 | - | - | 2,351,683 | 3,020,000 | 78% |
| 301208 | AUTO RENTAL TAX 10 | 4,404 | 4,341 | 4,686 | 4,405 | 3,906 | 5,926 | 4,574 | 5,484 | 5,364 | 5,491 | - | - | 48,579 | 48,000 | 101% |
| 301209 | UTILITY TAX - ELECTRIC & GAS 10 | 494,772 | 511,814 | 459,507 | 411,867 | 357,677 | 307,264 | 273,044 | 277,163 | 319,748 | 310,248 | - | - | 3,723,104 | 5,337,000 | 70% |
| 301210 | VIDEO GAMING TAX 10 | 187,712 | 194,632 | 192,027 | 196,183 | 233,599 | 208,034 | 214,828 | 191,592 | 196,948 | 188,283 | - | - | 2,003,839 | 2,386,000 | 84% |
| 301302 | CABLE TV TAX 10 | 11,674 | 228,468 | - | - | 241,582 | - | 10,736 | 224,680 | - | 10,312 | - | - | 727,451 | 1,034,000 | 70% |
| | Sub Total | 3,773,110 | 3,944,173 | 3,999,700 | 3,362,983 | 3,494,170 | 3,519,050 | 9,519,626 | 4,477,444 | 4,323,606 | 7,193,022 | - | - | 47,606,885 | 57,367,000 | 83% |
| **GENERAL GOVERNMENT (INTERGOV)** | | | | | | | | | | | | | | | | |
| 302102 | LOCAL REPLACEMENT TAX 10 | 2,484 | - | 41,670 | 3,185 | 3,172 | - | - | 413 | - | 2,125 | - | - | 53,050 | 56,000 | 95% |
| 302104 | STATE REPLACEMENT TAX 10 | 538,022 | - | 266,524 | 423,429 | 687,006 | - | 555,414 | 89,547 | - | 460,361 | - | - | 3,020,303 | 2,000,000 | 151% |
| 302105 | STATE INCOME TAX 10 | 1,049,580 | 1,037,782 | 614,640 | 989,236 | 1,696,424 | 795,466 | 1,059,801 | 696,542 | 632,222 | 1,222,083 | - | - | 9,793,776 | 11,874,000 | 82% |
| 302106 | FEDERAL GRANTS 10 | - | - | - | - | - | - | - | - | - | 8,840 | - | - | 8,840 | 350,000 | 3% |
| 302107 | STATE GRANTS OR OTHER 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 315,000 | 0% |
| 302114 | POLICE OT REIMBURSEMENTS 10 | 2,821 | 16,566 | 8,473 | 3,372 | 5,420 | 543 | 1,854 | 10,082 | 462 | 3,034 | - | - | 52,629 | 89,000 | - |
| 302121 | CANNABIS TAX 10 | 8,951 | 8,922 | 8,729 | 10,073 | 8,504 | 8,686 | 8,943 | 9,531 | 8,389 | 8,644 | - | - | 89,372 | 119,000 | 1% |
| 302126 | OPIOID TREATMENT FUNDING 10 | - | - | 50,000 | - | - | - | - | - | - | - | | | - | - | - |
| 308879 | ADDI REIMBURSEMENT 10 | 480 | 110 | - | 512 | - | - | - | - | - | - | - | - | 1,102 | - | - |
| | Sub Total | 1,602,338 | 1,063,380 | 990,036 | 1,429,807 | 2,400,526 | 804,696 | 1,626,012 | 806,116 | 641,073 | 1,705,087 | - | - | 13,019,072 | 14,803,000 | 88% |
| **GEN GOVERNMENT SERVICE CHARGE** | | | | | | | | | | | | | | | | |
| 303607 | PAYMENT IN LIEU OF TAXES 10 | 171,795 | 171,795 | 171,795 | 171,795 | 171,795 | 171,795 | 171,795 | 171,795 | 171,795 | 171,795 | - | - | 1,717,950 | 2,062,116 | 83% |
| 303608 | RISK & EE BENEFIT SERVICES 10 | 19,734 | 19,734 | 19,734 | 19,734 | 19,734 | 19,734 | 19,734 | 19,734 | 19,734 | 19,734 | - | - | 197,340 | 252,600 | 78% |
| 303621 | ADMIN SERVICES 10 | 188,066 | 188,066 | 188,066 | 188,066 | 188,066 | 188,066 | 188,066 | 188,066 | 188,066 | 188,066 | - | - | 1,880,660 | 2,423,500 | 78% |
| 303622 | PUBLIC WORKS SERVICES 10 | 143,053 | 143,053 | 143,053 | 143,053 | 143,053 | 143,053 | 143,053 | 143,053 | 143,053 | 143,053 | - | - | 1,430,530 | 1,646,000 | 87% |
| 303626 | BLDG INSPECTION SERVICES 10 | 10,375 | 10,375 | 10,375 | 10,375 | 10,375 | 10,375 | 10,375 | 10,375 | 10,375 | 10,375 | - | - | 103,750 | 100,000 | 104% |
| 303628 | SEWER FUND-EPA 10 | 31,334 | 31,334 | 31,334 | 31,334 | 31,334 | 31,334 | 31,334 | 31,334 | 31,334 | 31,334 | - | - | 313,340 | 371,688 | 84% |
| 306700 | IT SERVICES 10 | 83,924 | 83,924 | 83,924 | 83,924 | 83,924 | 83,924 | 83,924 | 83,924 | 83,924 | 83,924 | - | - | 839,240 | 1,021,700 | 82% |
| 306707 | CDBG PERSONNEL/EXP REIMB 10 | 43,191 | 40,601 | 42,746 | 17,618 | 21,723 | 30,888 | 15,978 | 7,622 | 137,472 | 31,741 | - | - | 389,581 | 410,000 | 95% |
| 306751 | HOME PERSONNEL/EXP REIMB 10 | 1,669 | 2,079 | 1,414 | 849 | 903 | 2,479 | 1,725 | 1,348 | 1,469 | 569 | - | - | 14,504 | 50,000 | 29% |
| 306753 | DUATS PERSONNEL/EXP REIMB 10 | - | 33,631 | - | - | - | - | 23,632 | - | - | - | - | - | 57,262 | 200,000 | 29% |
| 306762 | TRANSFER FROM COM. GRANTS 10 | 7,348 | 8,958 | 7,356 | 4,023 | 11,912 | 8,636 | 190,959 | 17,046 | 10,182 | 9,452 | - | - | 275,872 | 125,000 | 221% |
| | Sub Total | 700,490 | 733,550 | 699,797 | 670,770 | 682,819 | 690,284 | 880,575 | 674,297 | 797,404 | 690,044 | - | - | 7,220,030 | 8,662,604 | 83% |
| **GENERAL GOV LICENSES/PERMITS** | | | | | | | | | | | | | | | | |
| 304300 | ANIMAL REGISTRATION LATE FEES 10 | 380 | 1,235 | 670 | 300 | 2,570 | 1,240 | 1,265 | 490 | 545 | 1,867 | - | - | 10,562 | 15,000 | 70% |
| 304302 | GARBAGE HAULERS 10 | 1,000 | - | - | - | - | - | - | - | - | - | - | - | 1,000 | 22,000 | 5% |
| 304303 | CONTRACTOR LICENSES 10 | 4,550 | 1,550 | 1,200 | 1,127 | 1,425 | 875 | 850 | 575 | 3,475 | 1,925 | - | - | 17,552 | 28,000 | 63% |
| 304304 | LIQUOR LICENSES 10 | - | 250 | 3,677 | 100 | 143,125 | 330,921 | 26,953 | 2,055 | 400 | 2,665 | - | - | 510,146 | 531,000 | 96% |
| 304305 | RENTAL PROGRAM INCOME 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 40,000 | 0% |
| 304307 | OTHER LICENSES 10 | 5,960 | 6,461 | 4,186 | 3,914 | 1,444 | 177 | 910 | (1,479) | 4,695 | 17,393 | - | - | 43,662 | 371,000 | 12% |
| 304401 | BUILDING PERMITS 10 | 15,078 | 40,376 | 39,226 | 42,114 | 38,099 | 53,763 | 57,461 | 76,096 | 68,484 | 121,995 | - | - | 552,691 | 1,250,000 | 44% |
| 304402 | PIER PERMITS 10 | 65 | - | - | - | - | - | - | - | - | - | - | - | 65 | - | - |
| | Sub Total 10 | 27,033 | 49,872 | 48,960 | 47,556 | 186,663 | 386,975 | 87,439 | 77,737 | 77,599 | 145,845 | - | - | 1,135,679 | 2,257,000 | 50% |

**City of Decatur** *Shaded revenues are not expected to receive revenue in given month.* **Period Ending: Sept & Oct 2023**

**City Treasurer's Financial Report**

**Revenue Tracking Schedule**

| Div | Month of Fiscal Year / Fund | 1 Jan | 2 Feb | 3 Mar | 4 Apr | 5 May | 6 Jun | 7 Jul | 8 Aug | 9 Sep | 10 Oct | 11 Nov | 12 Dec | Actual YTD | Revised Budget | % of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL GOV FINES/FEES** | | | | | | | | | | | | | | | | |
| 303301 | ON STREET PARKING 10 | 374 | 223 | 298 | 299 | 789 | 421 | 347 | 298 | 481 | 512 | - | - | 4,042 | 4,000 | 101% |
| 303302 | PARKING LOT 1 10 | 1,441 | 1,293 | 1,389 | 1,339 | 1,388 | 764 | 1,920 | 1,509 | 1,321 | 722 | - | - | 13,085 | 13,000 | 101% |
| 303306 | PARKING LOT 10 10 | 537 | 644 | 712 | 436 | 506 | 303 | 626 | 479 | 351 | 254 | - | - | 4,848 | 5,000 | 97% |
| 303308 | GARAGE C 10 | 7,325 | 1,367 | 1,470 | 670 | 1,580 | 1,863 | 13,549 | 1,549 | 2,312 | 925 | - | - | 32,610 | 28,000 | 116% |
| 303310 | RESIDENTIAL PARKING 10 | 900 | 480 | 300 | 540 | 420 | 120 | 120 | 1,260 | 60 | 60 | - | - | 4,260 | 4,000 | 107% |
| 303312 | DOWNTOWN EMPL PARKING PERMITS 10 | 1,417 | 1,243 | 2,102 | 1,225 | 1,053 | 2,607 | 1,203 | 1,517 | 1,810 | 1,555 | - | - | 15,731 | 20,000 | 79% |
| 304490 | ADMIN COURT FINES 10 | 2,418 | 2,620 | 3,689 | 3,400 | 4,998 | 13,320 | 13,076 | 11,353 | 6,279 | 7,482 | - | - | 68,635 | 68,000 | 101% |
| 305500 | ADMINISTRATIVE COURT FEES 10 | 2,108 | 1,569 | 1,835 | 2,656 | 1,755 | 4,040 | 4,930 | 2,783 | 2,227 | 2,505 | - | - | 26,408 | 32,000 | 83% |
| 305501 | COURT FINES 10 | 15,557 | 12,810 | 15,026 | 17,669 | 12,424 | 16,847 | 16,989 | 11,046 | 14,250 | 13,812 | - | - | 146,429 | 147,000 | 100% |
| 305502 | BOOT FEE 10 | 70 | 35 | 140 | 385 | 140 | 210 | 245 | 245 | 70 | 35 | - | - | 1,575 | 2,000 | 79% |
| 305503 | WEED CUTTING FEES 10 | 4,899 | 1,026 | 1,833 | 7,974 | 3,152 | 5,623 | 3,965 | 5,083 | 6,542 | 4,272 | - | - | 44,369 | 42,000 | 106% |
| 305505 | ILLEGAL USE OF VEHICLE 10 | 32,550 | 34,525 | 44,025 | 23,775 | 28,000 | 31,795 | 24,750 | 30,790 | 26,500 | 25,595 | - | - | 302,305 | 227,000 | 133% |
| 305506 | OVERTIME PARKING FEES 10 | 5,616 | 7,116 | 8,559 | 9,452 | 10,031 | 10,313 | 6,791 | 10,177 | 6,814 | 6,948 | - | - | 81,816 | 110,000 | 74% |
| 305507 | VARIANCE AND ZONING 10 | - | 250 | 250 | 300 | 150 | - | 140 | 250 | 590 | - | - | - | 1,930 | 3,000 | 64% |
| 305513 | OTHER FINES AND FEES 10 | 8,134 | 6,946 | 7,404 | 8,947 | 5,283 | 4,721 | 5,134 | 5,739 | 7,754 | 8,370 | - | - | 68,432 | 64,000 | 107% |
| 305516 | PET CITATIONS 10 | 217 | 9,249 | 3,696 | 3,483 | 5,890 | 2,954 | 11,065 | 1,113 | 2,445 | 10,200 | - | - | 50,312 | 68,000 | 74% |
| 305520 | TRASH & CLEAN UP FINES 10 | 4,986 | 4,930 | 7,947 | 3,356 | 9,922 | 6,586 | 3,644 | 4,214 | 6,171 | 52 | - | - | 51,806 | 78,000 | 66% |
| 305521 | VACANT PROPERTY FEE 10 | - | - | - | - | - | - | - | - | - | 7,135 | - | - | 7,135 | - | - |
| | Sub Total | 88,550 | 86,325 | 100,675 | 85,906 | 87,479 | 102,486 | 108,493 | 89,404 | 85,976 | 90,432 | - | - | 925,727 | 915,000 | 101% |
| **INVESTMENT** | | | | | | | | | | | | | | | | |
| 306700 | TRANSFERS FROM OTHER FUNDS 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 309900 | BOND OR NOTE PROCEEDS 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 307101 | INTEREST INCOME 10 | 22,284 | 23,672 | 24,385 | 14,423 | 19,327 | 19,226 | 21,479 | 23,204 | 20,772 | 22,207 | - | - | 210,980 | 200,000 | 105% |
| 307102 | POOLED INTEREST 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,500 | 0% |
| 307141 | INVESTMENT INCOME 10 | - | - | - | - | 22,499 | 22,373 | 16,075 | 40,265 | 17,139 | 31,396 | - | - | 149,747 | 4,000 | 3744% |
| | Sub Total 10 | 22,284 | 23,672 | 24,385 | 14,423 | 41,826 | 41,599 | 37,553 | 63,469 | 37,912 | 53,603 | - | - | 360,727 | 205,500 | 176% |
| **GENERAL GOV OTHER INCOME** | | | | | | | | | | | | | | | | |
| 303413 | AMEREN FRANCHISE PAYMENTS 10 | 76,759 | 76,759 | 76,759 | 76,759 | 76,759 | 76,759 | 76,759 | 76,759 | 76,759 | 76,759 | - | - | 767,593 | 921,000 | 83% |
| 303415 | PROFESSIONAL STANDARDS 10 | - | - | - | 3,422 | - | - | - | - | - | - | - | - | 3,422 | 5,700 | 60% |
| 303510 | ELECTRIC AGGREGATION ADMIN 10 | 4 | 3 | 2 | - | - | - | - | 24,700 | - | - | - | - | 24,709 | 35,000 | 71% |
| 308801 | RENTAL OF CITY PROPERTY 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 100 | 0% |
| 308802 | SALE OF CITY PROPERTY 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 96 | 0% |
| 308803 | SALE OF OTHER PROPERTY 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 10,000 | 0% |
| 308807 | DEMOLITION PAYMENTS 10 | - | - | - | - | - | 10 | - | 27,072 | - | - | - | - | 27,082 | 40,000 | 68% |
| 308810 | DAMAGE TO CITY PROPERTY 10 | 78,476 | 110 | 3,306 | 87 | 15,760 | - | 54,485 | 977 | - | 3,773 | - | - | 156,974 | 43,000 | 365% |
| 308814 | INVENTORY REIMBURSEMENTS 10 | 1,299 | 1,230 | - | (226) | 955 | - | 101 | - | - | (68) | - | - | 3,292 | - | - |
| 308870 | DONATIONS 10 | - | - | - | - | - | 175,000 | - | - | - | - | - | - | 175,000 | 175,000 | 100% |
| 308817 | NOISE ORDINANCE FINES 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 3,000 | 0% |
| 308890 | REIMBURSEMENT OF EXPENSE 10 | - | 22 | 3,031 | - | - | - | 69 | 22 | 42 | - | - | - | 3,186 | 5,000 | 64% |
| 308898 | BANK RECONCILIATION ADJ 10 | - | (451) | - | (9,265) | (3,836) | 297 | (0) | - | (480) | 0 | - | - | (13,735) | 9,000 | -153% |
| 308899 | MISCELLANEOUS INCOME 10 | 3,670 | 9,116 | 6,169 | 22,178 | 5,691 | 1,555 | 3,754 | 9,362 | 3,730 | 2,448 | - | - | 67,673 | 20,000 | 338% |
| | Sub Total 10 | 160,209 | 86,788 | 89,268 | 92,956 | 95,329 | 253,622 | 135,168 | 138,891 | 80,052 | 82,913 | - | - | 1,215,196 | 1,266,896 | 96% |
| **PUBLIC SAFETY INTERGOVERNMENT** | | | | | | | | | | | | | | | | |
| 302403 | FIRE TRAINING REIMBURSEMENT 10 | - | - | - | - | - | - | 13,502 | - | - | - | - | | 13,502 | 17,000 | 79% |
| 302404 | POLICE TRAINING REIMBURSEMENT 10 | - | - | - | - | - | - | - | 100,866 | - | - | - | | 100,866 | - | |
| | Sub Total 10 | - | - | - | - | - | - | 13,502 | 100,866 | - | - | - | - | 114,368 | 17,000 | 673% |
| **PUBLIC SAFETY TRANSFER** | | | | | | | | | | | | | | | | |
| 303405 | SCHOOL DISTRICT REIMB 10 | - | 250,642 | - | - | - | - | - | - | 250,642 | - | - | - | 501,284 | 42,000 | 1194% |
| 310010 | FIRE PROGRAMS 10 | 80 | 17,312 | 160 | 180 | 603 | 160 | 7,475 | - | 4,720 | - | - | - | 30,690 | 496,000 | 6% |
| | Sub Total | 80 | 267,954 | 160 | 180 | 603 | 160 | 7,475 | - | 255,362 | - | - | - | 531,974 | 538,000 | 99% |
| **PUBLIC SAFETY FINES & FEES** | | | | | | | | - | | | | | | | | |
| 305512 | FIRE & BURGLAR ALARMS 10 | 1,790 | 433 | - | - | - | 3,900 | | 50 | 1,300 | 2,300 | - | - | 9,773 | 16,000 | 61% |
| 305514 | POLICE RECORDS 10 | 2,521 | 1,814 | 1,426 | 1,798 | 1,918 | 1,557 | 1,965 | 1,648 | 1,257 | 1,449 | - | - | 17,353 | 19,000 | 91% |
| 308800 | PUBLIC SAFETY LIFT ASSIST FEES 10 | - | - | - | - | - | - | - | - | - | - | - | - | - | 50,000 | 0% |
| | Sub Total | 4,311 | 2,246 | 1,426 | 1,798 | 1,918 | 5,457 | 1,965 | 1,698 | 2,557 | 3,749 | - | - | 27,126 | 85,000 | 32% |
| **PROPERTY TAX ROAD & BRIDGE** | | | | | | | | | | | | | | | | |
| 301102 | ROAD & BRIDGE TAX 10 | - | - | - | - | - | - | 207,135 | 24,762 | 27,757 | 128,091 | - | - | 387,745 | 384,000 | 101% |
| | Sub Total | - | - | - | - | - | - | 207,135 | 24,762 | 27,757 | 128,091 | - | - | 387,745 | 384,000 | 101% |
| **HIGHWAYS/STREETS INTERGOVERNMENTAL** | | | | | | | | | | | | | | | | |
| 302401 | STATE ROUTE MAINTENANCE 10 | 34,526 | - | - | 34,526 | - | - | - | - | 37,030 | 37,030 | - | - | 143,112 | 131,000 | 109% |
| | Sub Total | 34,526 | - | - | 34,526 | - | - | - | - | 37,030 | 37,030 | - | - | 143,112 | 131,000 | 109% |
| 303601 | MFT REIMB-MSC/TRAF SIGNAL 10 | 36,838 | 24,770 | 48,221 | 31,647 | 47,637 | 30,012 | 50,033 | 46,973 | 39,366 | 47,063 | - | - | 402,560 | 550,000 | 73% |
| 303606 | WATER STREET CUTS 10 | 29,361 | 27,251 | - | 31,053 | 27,268 | - | 36,122 | 37,534 | 22,144 | 17,028 | - | - | 227,761 | 255,000 | 89% |
| | Sub Total | 66,199 | 52,021 | 48,221 | 62,699 | 74,905 | 30,012 | 86,155 | 84,508 | 61,510 | 64,090 | - | - | 630,321 | 805,000 | 78% |
| | **General Fund Total** | **6,479,130** | **6,309,981** | **6,002,627** | **5,803,605** | **7,066,238** | **5,834,342** | **12,711,098** | **6,539,192** | **6,427,839** | **10,193,908** | **-** | **-** | **73,317,960** | **87,437,000** | 84% |

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

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

**Period Ending: Sept & Oct 2023**

| Div | | Fund | 1 Jan | 2 Feb | 3 Mar | 4 Apr | 5 May | 6 Jun | 7 Jul | 8 Aug | 9 Sep | 10 Oct | 11 Nov | 12 Dec | Actual YTD | Revised Budget | % of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Other Funds** | | | | | | | | | | | | | | | | | |
| various | COMMUNITY GRANT | 16 | 1,148 | - | - | - | 10,000 | - | - | - | 40,000 | - | - | - | 51,148 | 138,000 | 37% |
| various | HOME PROGRAM | 17 | 38,168 | 1,321 | 11,767 | 20,739 | 1,155 | 21,338 | 37,466 | 19,127 | 2,714 | 189,887 | - | - | 343,683 | 1,436,000 | 24% |
| various | CDBG | 18 | 61,595 | 3,590 | 110,281 | 41,737 | 209 | 72,810 | 18,420 | 17,372 | 151,392 | 44,417 | - | - | 521,822 | 2,679,188 | 19% |
| various | OLDE TOWNE TIF | 19 | 176 | 183 | 168 | 102 | 545 | 319 | 506,162 | 60,538 | 31,155 | 439,162 | - | - | 1,038,510 | 1,067,653 | 97% |
| various | WABASH CROSSING TIF | 21 | 1,457 | 1,516 | 1,392 | 847 | 3,102 | 3,000 | 20,184 | 6,770 | 2,244 | 14,816 | - | - | 55,329 | 346,753 | 16% |
| various | DUATS | 22 | 24 | 96,715 | 49 | 25 | 95 | 51 | 98,231 | 165 | 73 | 60,800 | - | - | 256,227 | 421,000 | 61% |
| various | EASTGATE TIF | 23 | 18,909 | 18,929 | 18,927 | 18,866 | 19,346 | 19,092 | 76,608 | 65,201 | 19,619 | 75,523 | - | - | 351,021 | 379,131 | 93% |
| various | SOUTHSIDE TIF | 24 | 133 | 138 | 127 | 77 | 296 | 273 | 49,780 | 508 | 305 | 3,448 | - | - | 55,085 | 51,103 | 108% |
| various | STATE DRUG ENFORCEMENT | 25 | 35,126 | 19,977 | 353 | 12,166 | 399 | 63,383 | 291 | 392 | 1,316 | 518 | - | - | 133,922 | 103,500 | 129% |
| various | DUI COURT FINES | 26 | 6,134 | 4,946 | 4,598 | 6,323 | 4,402 | 5,241 | 445 | 7,870 | 6,764 | 5,219 | - | - | 51,941 | 107,100 | 48% |
| various | POLICE PROGRAMS/LAB | 27 | 147 | 139 | 218 | 78 | 293 | 482 | 238 | 522 | 346 | 554 | - | - | 3,016 | 1,800 | 168% |
| various | PINES SHOPPING CENTER TIF | 28 | 3,158 | 3,163 | 3,159 | 3,129 | 3,242 | 3,173 | 43,103 | 3,258 | 3,182 | 43,231 | - | - | 111,799 | 114,208 | 98% |
| various | GRAND & OAKLAND TIF | 29 | 5,895 | 5,906 | 5,897 | 5,840 | 6,060 | 6,085 | 75,793 | 6,413 | 6,158 | 75,735 | - | - | 199,781 | 205,561 | 97% |
| various | FEDERAL DRUG ENFORCEMENT | 30 | 178 | 100,256 | 238 | 144 | 218 | 209 | 225 | 75,796 | 264 | 278 | - | - | 177,807 | 85,200 | 209% |
| various | BUILDING FUND | 34 | 51,868 | 201,843 | 51,784 | 51,490 | 52,010 | 652,672 | 52,464 | 53,253 | 52,290 | 52,690 | - | - | 1,272,363 | 739,583 | 172% |
| various | LIBRARY OPERATIONS | 35 | 210,557 | 48,941 | 132,834 | 194,372 | 265,207 | 55,084 | 1,853,645 | 258,177 | 233,266 | 1,123,676 | - | - | 4,375,760 | 5,551,754 | 79% |
| various | BAND | 36 | 1,090 | 2,438 | 2,654 | 1,064 | 1,173 | 1,147 | 36,910 | 4,704 | 5,111 | 22,119 | - | - | 78,409 | 83,040 | 94% |
| various | FOREIGN FIRE INSURANCE | 37 | 269 | 247 | 248 | 248 | 343 | 305 | 276 | 295 | 278 | 200,670 | - | - | 203,180 | 185,550 | 110% |
| various | PEG PROJECTS | 40 | 2,419 | 11,459 | 81 | 48 | 13,408 | 143 | 2,242 | 10,749 | 100 | 2,210 | - | - | 42,861 | 68,543 | 63% |
| various | LOCAL STREETS & ROADS | 42 | 154,526 | 143,323 | 138,563 | 150,445 | 147,736 | 164,477 | 169,309 | 153,454 | 155,922 | 150,494 | - | - | 1,528,251 | 1,840,000 | 83% |
| various | 2018 PROJECT FUND | 44 | 410 | 299 | 158 | 95 | 1,398 | - | - | - | - | - | - | - | 2,359 | 770 | 306% |
| various | CAPITAL STREET PROJECTS | 45 | 31 | 356,191 | 38 | 18 | 77,239 | 87 | 40 | 11,048 | 3,022,226 | 4,114 | - | - | 3,471,032 | 3,330,000 | 104% |
| various | MFT PROJECTS | 46 | 279,706 | 225,330 | 257,856 | 221,982 | 264,101 | 270,145 | 272,311 | 267,007 | 343,873 | 289,045 | - | - | 2,691,355 | 4,381,500 | 61% |
| various | DEBT SERVICE | 50 | 18,006 | 1,834,573 | 18,340 | 17,857 | 20,003 | 19,551 | 357,017 | 56,084 | 58,954 | 226,530 | - | - | 2,626,915 | 2,669,449 | 98% |
| various | LIBRARY CAPITAL | 58 | 763 | 741 | 681 | 414 | 1,359 | 1,528 | 1,276 | 2,078 | 1,153 | 1,576 | - | - | 11,569 | 950,700 | 1% |
| various | LIBRARY TRUST FUNDS | 59 | 376 | 119 | 407 | 193 | 505 | 111 | 1,065 | 455 | 306 | 507 | - | - | 4,045 | 9,000 | 45% |
| various | FLEET MAINTENANCE | 60 | 291,784 | 276,599 | 286,437 | 267,139 | 272,986 | 220,805 | 309,944 | 270,090 | 270,784 | 269,424 | - | - | 2,735,991 | 3,246,884 | 84% |
| various | EQUIPMENT REPLACEMENT | 61 | (678) | 20,911 | (829) | 2,054,081 | 12,463 | 1,446 | 976,055 | 2,834 | 4,203 | 17,430 | - | - | 3,087,916 | 4,250,500 | 73% |
| various | RISK MANAGEMENT | 64 | 339,848 | 340,190 | 351,294 | 339,147 | 343,672 | 343,590 | 342,999 | 347,833 | 355,753 | 345,435 | - | - | 3,449,760 | 4,059,600 | 85% |
| various | EMPLOYEE BENEFIT | 65 | 897,060 | 956,986 | 1,303,554 | 907,427 | 943,500 | 953,173 | 925,670 | 1,330,285 | 893,771 | 918,799 | - | - | 10,030,224 | 13,316,273 | 75% |
| various | PUBLIC TRANSIT | 70 | 2,364,699 | 67,739 | 1,029,465 | 79,087 | 1,050,822 | 591,545 | 2,919,592 | 83,742 | 92,100 | 64,377 | - | - | 8,343,169 | 17,973,575 | 46% |
| various | FIBER OPTICS | 77 | 7,735 | 383,744 | 7,429 | 1,952 | 104,525 | 8,358 | 6,108 | 14,585 | 5,797 | 10,747 | - | - | 550,978 | 500,550 | 110% |
| various | STORMWATER PROJECTS | 78 | 129,878 | 224,633 | 131,518 | 149,011 | 181,133 | 122,370 | 128,610 | 130,553 | 112,856 | 179,237 | - | - | 1,489,799 | 1,928,969 | 77% |
| various | SEWER PROJECTS | 79 | 642,339 | 628,425 | 682,108 | 576,550 | 316,822 | 1,004,083 | 651,652 | 687,090 | 679,785 | 731,326 | - | - | 6,600,180 | 7,018,000 | 94% |
| various | WATER | 80 | 2,640,715 | 2,699,728 | 2,612,198 | 2,645,190 | 2,849,636 | 2,864,654 | 3,109,016 | 3,244,316 | 3,013,203 | 2,822,193 | - | - | 28,500,849 | 33,408,669 | 85% |
| various | WATER CAPITAL | 81 | 11,919 | 351,006 | 10,376 | 1,016,121 | 24,906 | 36,666 | 2,018,268 | 78,441 | 18,700 | 27,112 | - | - | 3,593,515 | 5,500,000 | 65% |
| various | DCDF | 82 | 1,518 | 1,524 | 1,548 | 1,556 | 1,649 | 1,641 | 1,647 | 1,674 | 1,666 | 1,701 | - | - | 16,123 | 18,000 | 90% |
| various | COMMUNITY REVITALIZATION | 84 | 11,676 | 12,319 | 9,473 | 5,763 | 15,950 | 17,241 | 13,280 | 20,810 | 146,821 | 524,411 | - | - | 777,743 | 1,073,420 | 72% |
| various | GRANTS | 85 | 116 | 121 | 494,025 | 268 | 407 | 324 | 285 | 288 | 218,936 | 80,297 | - | - | 795,068 | 6,100,000 | 13% |
| various | RECYCLING | 88 | 56,771 | 53,264 | 68,224 | 55,736 | 67,575 | 45,240 | 67,562 | 56,399 | 44,746 | 62,578 | - | - | 578,095 | 725,000 | 80% |
| various | WATER BOND FUND | 89 | 40,532 | 20,046 | 59,380 | 72,802 | 94,476 | 71,845 | 117,355 | 54,338 | 9,332 | 13,431 | - | - | 553,535 | - | - |
| various | FIRE PENSION | 90 | (2,153,754) | 5,022,249 | (2,137,029) | 1,941,522 | 1,066,487 | (912,280) | 3,306,422 | 6,151,778 | (1,376,550) | (1,151,594) | - | - | 9,757,250 | 9,850,556 | 99% |
| various | POLICE PENSION | 91 | (1,985,934) | 5,960,004 | (2,347,416) | 1,760,863 | 1,227,353 | (1,288,247) | 6,752,955 | 3,586,870 | (1,930,304) | (1,551,193) | - | - | 10,184,951 | 13,410,684 | 76% |
| various | AMERICAN RESCUE PLAN | 99 | - | - | - | - | - | - | - | - | - | - | - | - | - | | - |
| **Grand Total Revenues** | | | 10,667,622 | 26,411,753 | 9,325,199 | 18,426,118 | 16,534,445 | 11,277,500 | 38,032,017 | 23,682,356 | 13,128,449 | 16,586,837 | - | - | 184,022,295 | 236,763,766 | 78% |

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

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

**Assessed Value Year** 2022
**Pay Year** 2023
Final

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

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

**Note(s)**

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

Prepared By:
Office of the City Treasurer

**City of Decatur, Macon County** home — **Assessed Value Year 2022**
**Property Tax Levy** — **Pay Year 2023**
**City and TIF Districts** — **In Process**
**Tax Collections**

| Tax Levy Item | Fund | Billed $ Amount | 99.0% Collection Rate | Expected Collection $ Amount | input Distribution 1 7/14/2023 | input Distribution 2 8/17/2023 | input Distribution 3 9/15/2023 | input Distribution 4 10/16/2023 | input Distribution 5 xx/xx/2023 | input Distribution 6 xx/xx/2023 | input Distribution 7 xx/xx/2023 | Total Distribution | Expected Account Receivable $ Amount | Actual Collection Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| GO Bond Debt | 50 | 654,002.20 | 99.0% | 647,462.00 | 337,532.15 | 34,415.28 | 39,143.68 | 205,251.88 | - | - | - | 616,342.99 | 31,119.01 | 94.2% |
| General Purpose | 10 | - | 99.0% | - | - | 0.03 | - | (0.02) | - | - | - | 0.01 | - | - |
| Fire Pension | 10 | 6,100,013.88 | 99.0% | 6,039,014.00 | 3,148,231.56 | 320,999.25 | 365,100.63 | 1,914,417.59 | - | - | - | 5,748,749.03 | 290,264.97 | 94.2% |
| Police Pension | 10 | 5,530,057.11 | 99.0% | 5,474,757.00 | 2,854,074.94 | 291,006.43 | 330,987.14 | 1,735,541.49 | - | - | - | 5,211,610.00 | 263,147.00 | 94.2% |
| City Library | 35 | 2,972,539.38 | 99.0% | 2,942,814.00 | 1,534,135.52 | 156,423.33 | 177,913.94 | 932,896.41 | - | - | - | 2,801,369.20 | 141,444.80 | 94.2% |
| Municipal Band | 36 | 66,725.26 | 99.0% | 66,058.00 | 34,436.48 | 3,511.13 | 3,993.65 | 20,939.91 | - | - | - | 62,881.17 | 3,176.83 | 94.2% |
| Mass Transit | | | | | | | | | | | | - | - | |
| | | | | | | | | | | | | - | - | |
| **Total City** | | 15,323,337.83 | | 15,170,105.00 | 7,908,410.65 | 806,355.45 | 917,139.04 | 4,809,047.26 | - | - | - | 14,440,952.40 | 729,152.61 | 94.2% |
| | | | | | | | | | | | **City Collection Rate:** | 94.2% | | |
| ZTF3 Pines (4062) | 28 | 79,900.19 | 100.0% | 79,900.00 | 39,950.07 | - | - | 39,950.12 | - | - | - | 79,900.19 | (0.19) | 100.0% |
| ZTF5 Olde Towne (4555) | 19 | 1,158,424.28 | 98.0% | 1,135,256.00 | 505,581.54 | 59,211.61 | 30,281.37 | 437,515.00 | - | - | - | 1,032,589.52 | 102,666.48 | 89.1% |
| ZTF6 Near North (4455) | 21 | 361,132.88 | 100.0% | 361,133.00 | 17,563.67 | 1,999.05 | - | 11,834.61 | - | - | - | 31,397.33 | 329,735.67 | 8.7% |
| ZTF8 Eastgate (9543) | 23 | 160,222.88 | 100.0% | 160,223.00 | 57,530.20 | 45,731.98 | 400.34 | 56,016.82 | - | - | - | 159,679.34 | 543.66 | 99.7% |
| ZTF0 Grand/Oakland (xxxx) | 29 | 139,282.27 | 100.0% | 139,282.00 | 69,698.11 | - | - | 69,327.06 | - | - | - | 139,025.17 | 256.83 | 99.8% |
| ZTFA Southside (xxxx) | 24 | 52,519.08 | 100.0% | 52,519.00 | 49,510.42 | - | - | 3,008.66 | - | - | - | 52,519.08 | (0.08) | 100.0% |
| xxxxx | xx | - | 0.0% | - | - | - | - | - | - | - | - | - | 0 | - |
| **Redevelopment TIF** | | 1,951,481.58 | | 1,928,313.00 | 739,834.01 | 106,942.64 | 30,681.71 | 617,652.27 | - | - | - | 1,495,110.63 | 433,202.37 | 76.6% |
| | | | | | | | | | | | **City Collection Rate:** | 76.6% | | |
| **Total Property Tax Levy** | | 17,274,819.41 | | 17,098,418.00 | 8,648,244.66 | 913,298.09 | 947,820.75 | 5,426,699.53 | - | - | - | 15,936,063.03 | 1,162,354.98 | 92.3% |
| | | | | **City Collection Rate:** | xx | xx | xx | xx | xx | xx | xx | 92.3% | | |

***Note(s)***

| Footnote (Not a part of City Tax Levy) | | input Distribution 1 7/14/2023 | input Distribution 2 8/17/2023 | input Distribution 3 9/15/2023 | input Distribution 4 10/18/2023 | input Distribution 5 xx/xx/2023 | input Distribution 6 xx/xx/2023 | input Distribution 7 xx/xx/2023 | Total Distribution | |
|---|---|---|---|---|---|---|---|---|---|---|
| Decatur Road & Bridge Tax Distribution | 10-0831-301102 | 207,134.74 | 24,761.96 | 27,757.40 | 128,090.88 | - | - | - | 387,744.98 | |
| Total County Distribution to Civil City | | 8,115,545.39 | 831,117.41 | 944,896.44 | 4,937,138.14 | - | - | - | 14,828,697.38 | |
| | | xx | xx | xx | xx | xx | xx | xx | | |
| ***Footnote (Not a part of City Tax Levy)*** | | | | | | | | | | |
| Decatur Mobile Home Privilege Tax Distribution | 10-0231-301106 | - | - | | | | - | - | - | test s/b "0" |
| Distribution to City including TIF & Mobile Home | | 8,855,379.40 | 938,060.05 | 975,578.15 | 5,554,790.41 | - | - | - | 16,323,808.01 | - |
| | | xx | xxxxx | xx | xx | xx | xx | xx | | |

| | | | | | |
|---|---|---|---|---|---|
| GO Bond Debt | 50-43500-301103 | 205,251.88 | ZTF3 Pines TIF (4062) | 28-43281-301103 | 39,950.12 |
| General Purpose | 10-0231-301103 | (0.02) | ZTF5 Olde Towne TIF (4555) | 19-45190-301103 | 437,515.00 |
| Fire Pension | 10-0231-301103 | 1,914,417.59 | ZTF6 Near North TIF (4455) | 21-43210-301103 | 11,834.61 |
| Police Pension | 10-0231-301103 | 1,735,541.49 | ZTF8 Eastgate TIF (9543) | 23-43230-301103 | 56,016.82 |
| City Library | 35-59350-301103 | 932,896.41 | ZTF0 Grand & Oakland (xx) | 29-43291-301103 | 69,327.06 |
| Municipal Band | 36-43360-301103 | 20,939.91 | ZTFA SS Redevelopment (xx) | 24-43241-301103 | 3,008.66 |
| | | xxxxx | | xx | - |
| | | | | | test s/b "0" |

***reconciliation of receipts and recording***

| | | |
|---|---|---|
| agree w/row 18 | 4,809,047.26 | ok |
| agree w/row 27 | 617,652.27 | ok |
| agree w/row 43 | 128,090.88 | ok |
| agree w/row 48 | - | ok |
| test s/b "0" | - | |

*Prepared By:*
*Office of the City Treasurer*

| Div | | Fund | Month of Fiscal Year 1 Jan | 2 Feb | 3 Mar | 4 Apr | 5 May | 6 Jun | 7 Jul | 8 Aug | 9 Sep | 10 Oct | 11 Nov | 12 Dec | Actual YTD | Original Budget | Revised Budget | YTD % of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **General Government** | | | | | | | | | | | | | | | | | | |
| 010 | LEGISLATIVE | 10 | 2,791 | 13,296 | 4,199 | 3,172 | 2,826 | 2,905 | 2,820 | 6,027 | 2,738 | 4,224 | - | - | 44,999 | 64,463 | 64,463 | 70% |
| 015 | EXECUTIVE | 10 | 72,183 | 54,152 | 82,419 | 58,666 | 57,216 | 58,347 | 56,757 | 91,841 | 57,191 | 59,820 | - | - | 648,593 | 770,672 | 770,672 | 84% |
| 016 | HUMAN RESOURCES | 10 | 45,270 | 45,750 | 69,813 | 48,608 | 47,700 | 52,816 | 51,027 | 67,890 | 45,217 | 67,057 | - | - | 541,148 | 623,556 | 623,556 | 87% |
| 017 | INFORMATION TECHNOLOGIES | 10 | 109,915 | 128,607 | 134,022 | 334,398 | 135,244 | 307,715 | 188,160 | 284,021 | 87,665 | 84,004 | - | - | 1,793,750 | 2,052,613 | 2,052,613 | 87% |
| 018 | DATA & COMMUNICATIONS | 10 | 22,224 | 38,806 | 38,201 | 24,451 | 23,618 | 24,093 | 35,984 | 45,578 | 31,281 | 27,451 | - | - | 311,686 | 526,284 | 526,284 | 59% |
| 020 | LEGAL | 10 | 103,406 | 76,105 | 99,237 | 66,262 | 77,676 | 59,913 | 67,567 | 99,740 | 75,973 | 69,232 | - | - | 795,113 | 1,014,417 | 1,114,417 | 71% |
| 035 | FINANCE | 10 | 127,595 | 113,476 | 165,517 | 115,319 | 188,014 | 128,493 | 139,595 | 253,756 | 157,960 | 162,800 | - | - | 1,552,526 | 1,764,361 | 1,914,361 | 81% |
| 037 | PURCHASING | 10 | 16,202 | 16,561 | 33,737 | 17,296 | 15,221 | 14,997 | 14,757 | 27,566 | 15,095 | 15,806 | - | - | 187,238 | 214,114 | 214,114 | 87% |
| 038 | CIVIC CENTER | 10 | 54,216 | 17,185 | 50,719 | (165) | 53,460 | 33,951 | 62,809 | 43,252 | 47,148 | 47,340 | - | - | 409,916 | 558,760 | 558,760 | 73% |
| 039 | CITY GENERAL ADMINISTATIVE | 10 | 648,568 | 2,481,673 | 58,204 | 2,067,500 | 178,814 | 124,534 | 1,190,589 | 269,167 | 16,195 | 72,084 | - | - | 7,107,327 | 11,106,750 | 11,081,750 | 64% |
| 040 | CENTRAL BUSINESS DISTRICT | 10 | 2,291 | 3,136 | 74,338 | 26,756 | 47,788 | 41,448 | 37,317 | 21,944 | 34,257 | 67,727 | - | - | 357,000 | 407,500 | 407,500 | 88% |
| | *Sub Total* | | 1,204,660 | 2,988,748 | 810,406 | 2,762,264 | 827,578 | 849,212 | 1,847,382 | 1,210,781 | 570,720 | 677,545 | - | - | 13,749,297 | 19,103,490 | 19,328,490 | 71% |
| **Community & Economic Development Services** | | | | | | | | | | | | | | | | | | |
| 050 | PLANNING & SUSTAINABILITY | 10 | 43,529 | 56,989 | 92,826 | 41,240 | 44,304 | 36,848 | 47,508 | 59,451 | 35,539 | 41,678 | - | - | 499,911 | 682,245 | 682,245 | 73% |
| 052 | BUILDING INSPECTIONS | 10 | 61,371 | 62,316 | 96,606 | 66,736 | 66,454 | 64,072 | 66,252 | 94,463 | 64,917 | 66,559 | - | - | 709,745 | 830,764 | 830,764 | 85% |
| 053 | NEIGHBORHOOD INSPECTIONS | 10 | 69,650 | 73,744 | 105,330 | 139,537 | 144,828 | 183,570 | 154,087 | 205,383 | 174,747 | 160,022 | - | - | 1,410,899 | 1,666,078 | 1,666,078 | 85% |
| 054 | REVITALIZATION & HOUSING | 10 | 44,282 | 45,288 | 68,294 | 44,845 | 44,391 | 40,968 | 39,316 | 63,008 | 40,007 | 91,054 | - | - | 521,453 | 734,545 | 734,545 | 71% |
| 055 | ECONOMIC DEVELOPMENT | 10 | 70,000 | 3,100 | 53 | - | - | 84,356 | - | - | 32,400 | - | - | - | 189,909 | 373,907 | 373,907 | 51% |
| | *Sub Total* | | 288,832 | 241,438 | 363,109 | 292,358 | 299,977 | 409,815 | 307,163 | 422,304 | 347,609 | 359,313 | - | - | 3,331,918 | 4,287,539 | 4,287,539 | 78% |
| **Public Safety** | | | | | | | | | | | | | | | | | | |
| 065 | POLICE | 10 | 2,458,290 | 1,864,157 | 2,608,030 | 2,162,887 | 1,860,826 | 1,918,825 | 5,022,879 | 2,885,012 | 2,380,934 | 3,988,488 | - | - | 27,150,327 | 32,097,738 | 32,562,738 | 83% |
| 070 | FIRE | 10 | 1,192,135 | 1,097,502 | 1,607,985 | 1,200,791 | 1,192,950 | 1,142,877 | 4,337,780 | 2,147,897 | 3,404,098 | 3,215,314 | - | - | 20,539,330 | 22,735,698 | 22,735,698 | 90% |
| | *Sub Total* | | 3,650,425 | 2,961,659 | 4,216,015 | 3,363,677 | 3,053,776 | 3,061,703 | 9,360,658 | 5,032,909 | 5,785,032 | 7,203,802 | - | - | 47,689,657 | 54,833,436 | 55,298,436 | 86% |
| **Public Works** | | | | | | | | | | | | | | | | | | |
| 080 | PUBLIC WORKS ADMIN | 10 | 26,750 | 26,309 | 36,941 | 29,930 | 28,435 | 30,838 | 31,563 | 41,805 | 31,006 | 31,568 | - | - | 315,144 | 531,699 | 531,699 | 59% |
| 082 | ENGINEERING | 10 | 91,327 | 86,040 | 138,130 | 97,069 | 105,872 | 102,591 | 118,313 | 163,335 | 98,437 | 104,478 | - | - | 1,105,591 | 1,408,068 | 1,408,068 | 79% |
| 083 | MUNICIPAL SERVICES | 10 | 416,508 | 385,976 | 476,287 | 363,055 | 369,834 | 373,065 | 410,638 | 545,708 | 379,449 | 371,024 | - | - | 4,091,543 | 5,260,111 | 5,260,111 | 78% |
| 084 | STREETS | 10 | 103,032 | 89,136 | 93,798 | 105,060 | 102,186 | 91,147 | 102,648 | 93,913 | 94,164 | 108,195 | - | - | 983,281 | 1,262,881 | 1,262,881 | 78% |
| 086 | TRAFFIC & PARKING | 10 | 111,345 | 109,397 | 127,913 | 150,915 | 122,905 | 102,401 | 132,760 | 174,343 | 122,406 | 192,946 | - | - | 1,347,331 | 1,361,493 | 1,361,493 | 99% |
| 088 | LAND & BUILDING MGMT | 10 | 41,613 | 37,966 | 85,883 | 51,091 | 44,996 | 59,159 | 55,652 | 72,708 | 49,515 | 62,207 | - | - | 560,791 | 813,283 | 813,283 | 69% |
| | *Sub Total* | | 790,575 | 734,823 | 958,951 | 797,120 | 774,228 | 759,201 | 851,575 | 1,091,811 | 774,979 | 870,418 | - | - | 8,403,681 | 10,637,535 | 10,637,535 | 79% |
| | ***General Fund Expenditure Total*** | | 5,934,492 | 6,926,668 | 6,348,482 | 7,215,420 | 4,955,559 | 5,079,931 | 12,366,778 | 7,757,805 | 7,478,339 | 9,111,078 | - | - | 73,174,552 | 88,862,000 | 89,552,000 | 82% |
| **Community & Economic Development** | | | | | | | | | | | | | | | | | | |
| 16 | COMMUNITY GRANT | 16 | 266 | - | 249 | 40,000 | - | - | 1,190 | 29,451 | 15,902 | 680 | - | - | 87,738 | 138,000 | 138,000 | 64% |
| 17 | HOME PROGRAM | 17 | 36,977 | 5,936 | 4,956 | 19,845 | 17,561 | 19,877 | 19,155 | 16,621 | 1,577 | 9,589 | - | - | 152,095 | 1,225,875 | 1,225,875 | 12% |
| 18 | CDBG PROGRAM | 18 | 64,159 | 46,478 | 66,835 | 39,300 | 39,816 | 36,744 | 19,545 | 22,574 | 149,352 | 35,555 | - | - | 520,359 | 2,666,797 | 2,666,797 | 20% |
| 22 | DUATS | 22 | 9,699 | 42,943 | 23,115 | 503 | 10,728 | 22,101 | 47,676 | 15,705 | 15,392 | 29,005 | - | - | 216,866 | 421,000 | 421,000 | 52% |
| 70 | PUBLIC TRANSIT | 70 | 645,842 | 785,791 | 844,929 | 784,251 | 774,853 | 901,525 | 786,074 | 396,798 | 1,372,272 | 836,006 | - | - | 8,128,342 | 17,446,823 | 17,446,823 | 47% |
| 82 | DCDF | 82 | 631 | 11 | 2,776 | 79 | 9 | 3,198 | 91 | 11 | 21 | 16 | - | - | 6,841 | 174,700 | 174,700 | 4% |
| 84 | COMMUNITY REVITALIZATION | 84 | 144,968 | 335,511 | 592,508 | 514,927 | 223,999 | 304,661 | 1,270,693 | 830,175 | 814,145 | 1,086,296 | - | - | 6,117,883 | 9,550,000 | 9,385,000 | 65% |
| 88 | RECYCLING | 88 | 78,363 | 44,709 | 75,767 | 71,368 | 91,137 | 45,118 | 95,199 | 70,524 | 44,730 | 71,772 | - | - | 688,687 | 592,185 | 592,185 | 116% |
| | *Sub Total* | | 980,906 | 1,261,379 | 1,611,133 | 1,470,273 | 1,158,104 | 1,333,225 | 2,239,623 | 1,381,858 | 2,413,391 | 2,068,919 | - | - | 15,918,811 | 32,215,380 | 32,050,380 | 50% |
| **Redevelopment & TIF** | | | | | | | | | | | | | | | | | | |
| 19 | OLDE TOWNE TIF | 19 | - | - | - | - | - | 59,437 | - | - | - | - | - | - | 59,437 | 1,078,386 | 1,078,386 | 6% |
| 21 | WABASH CROSSING TIF | 21 | - | - | - | - | - | - | - | 4,083 | 827,166 | - | - | - | 831,249 | 346,753 | 346,753 | 240% |
| 23 | EASTGATE TIF | 23 | - | - | - | - | - | 111,098 | - | - | - | - | - | - | 111,098 | 350,000 | 350,000 | 32% |
| 24 | SOUTHSIDE TIF | 24 | - | - | - | - | - | - | - | - | - | - | - | - | - | 51,103 | 51,103 | 0% |
| 28 | PINES SHOPPING CENTER TIF | 28 | - | - | - | - | - | 113,760 | - | - | - | - | - | - | 113,760 | 110,000 | 110,000 | 103% |
| 29 | GRAND & OAKLAND TIF | 29 | - | - | - | - | - | - | - | - | - | - | - | - | - | 205,561 | 205,561 | 0% |
| | *Sub Total* | | - | - | - | - | - | 284,295 | - | 4,083 | 827,166 | - | - | - | 1,115,544 | 2,141,803 | 2,141,803 | 52% |

| Div | Fund | Month of Fiscal Year 1 Jan | 2 Feb | 3 Mar | 4 Apr | 5 May | 6 Jun | 7 Jul | 8 Aug | 9 Sep | 10 Oct | 11 Nov | 12 Dec | Actual YTD | Original Budget | Revised Budget | YTD % of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Public Safety** | | | | | | | | | | | | | | | | | |
| 25 STATE DRUG ACTIVITIES | 25 | 2,842 | 11,200 | - | 318 | 10,245 | 125 | 10,889 | - | 505 | 10,921 | | | 47,046 | 100,000 | 100,000 | 47% |
| 26 DUI COURT FINES | 26 | 456 | 1,497 | 1,682 | 2,744 | 177 | 12,550 | 19,775 | 12,971 | 861 | 3,754 | | | 56,468 | 104,000 | 104,000 | 54% |
| 27 POLICE PROGRAMS/LAB | 27 | - | - | - | - | | 1,821 | 578 | - | - | - | | | 2,399 | 25,000 | 25,000 | 10% |
| 30 FEDERAL DRUG ENFORCEMENT | 30 | - | - | 2,100 | 756 | | 1,010 | 16,886 | 13,106 | - | - | | | 33,858 | 85,000 | 85,000 | 40% |
| 37 FOREIGN FIRE INSURANCE | 37 | 17,435 | 26,191 | 29,146 | 13,558 | 7,517 | 38,111 | 4,464 | 4,298 | 975 | 25,961 | | | 167,655 | 185,550 | 185,550 | 90% |
| Sub Total | | 20,733 | 38,887 | 32,928 | 17,376 | 17,938 | 53,617 | 52,592 | 30,375 | 2,341 | 40,636 | - | - | 307,425 | 499,550 | 499,550 | 62% |
| **Debt Service** | | | | | | | | | | | | | | | | | |
| 50 DEBT SERVICE PAYMENTS | 50 | - | 1,312,369 | - | - | - | 74,287 | - | 224,438 | 500 | - | - | - | 1,611,593 | 2,707,230 | 2,707,230 | 60% |
| Sub Total | | - | 1,312,369 | - | - | - | 74,287 | - | 224,438 | 500 | - | - | - | 1,611,593 | 2,707,230 | 2,707,230 | 60% |
| **Public Works** | | | | | | | | | | | | | | | | | |
| 42 LOCAL MFT PROJECTS | 42 | 523 | 558,482 | - | 34,660 | - | 65,147 | 4,998 | 554,547 | 912 | 17,248 | - | - | 1,236,517 | 3,179,971 | 3,179,971 | 39% |
| 44 2018 PROJECT FUND | 44 | - | 341,222 | - | 7,364 | 8,758 | 381,616 | 11,662 | 350 | 4,687 | - | - | - | 755,659 | 900,000 | 900,000 | 84% |
| 45 CAPITAL PROJECTS | 45 | 33,751 | 323,737 | 4,630 | 23,169 | 25,867 | 33,131 | 25,121 | 6,381 | 5,000 | 5,000 | - | - | 485,787 | 3,330,000 | 3,330,000 | 15% |
| 46 STATE MFT PROJECTS | 46 | 348,449 | 33,433 | 339,760 | 31,647 | 57,667 | 1,026,914 | 49,920 | 143,296 | 1,304,661 | 91,816 | - | - | 3,427,562 | 5,943,154 | 5,943,154 | 58% |
| 60 FLEET OPERATIONS | 60 | 169,124 | 238,868 | 222,260 | 199,783 | 228,361 | 222,571 | 193,308 | 264,823 | 207,597 | 215,104 | - | - | 2,161,799 | 3,117,421 | 3,117,421 | 69% |
| 61 EQUIPMENT REPLACEMENT | 61 | 115,475 | 282,130 | 318,201 | 933,744 | 249,819 | 227,926 | 91,985 | 87,468 | 532,971 | 1,454 | - | - | 2,841,173 | 5,252,000 | 5,252,000 | 54% |
| 78 STORM WATER PROJECTS | 78 | 84,904 | 66,121 | 135,294 | 108,083 | 202,229 | 113,539 | 115,478 | 96,272 | 70,398 | 71,040 | - | - | 1,063,358 | 3,092,392 | 3,092,392 | 34% |
| 79 SEWER PROJECTS | 79 | 974,785 | 649,208 | 735,395 | 597,707 | 208,989 | 351,732 | 374,062 | 896,792 | 811,112 | 251,270 | - | - | 5,851,052 | 14,452,128 | 14,452,128 | 40% |
| Sub Total | | 1,727,011 | 2,493,202 | 1,755,540 | 1,936,157 | 981,690 | 2,422,576 | 866,534 | 2,049,928 | 2,937,337 | 652,931 | - | - | 17,822,907 | 39,267,066 | 39,267,066 | 45% |
| **Library** | | | | | | | | | | | | | | | | | |
| 35 LIBRARY OPERATIONS | 35 | 316,724 | 319,475 | 441,279 | 306,999 | 310,813 | 344,146 | 355,444 | 473,838 | 393,709 | 332,528 | - | - | 3,594,956 | 5,518,850 | 5,518,850 | 65% |
| 58 LIBRARY CAPITAL PROJECTS | 58 | 141,480 | - | - | - | - | - | - | 208,641 | - | 129,455 | - | - | 479,576 | 1,250,000 | 1,250,000 | 38% |
| 59 LIBRARY TRUST FUNDS | 59 | 1,206 | 269 | 744 | 2,183 | 1,378 | 1,446 | 6,610 | 8,871 | 6,209 | 2,662 | - | - | 31,577 | 120,000 | 120,000 | 26% |
| Sub Total | | 459,410 | 319,744 | 442,023 | 309,182 | 312,191 | 345,592 | 362,054 | 691,350 | 399,918 | 464,645 | - | - | 4,106,109 | 6,888,850 | 6,888,850 | 60% |
| **Internal Service and Other** | | | | | | | | | | | | | | | | | |
| 34 BUILDING FUND | 34 | 71,840 | 171,036 | 250,492 | 163,885 | 70,923 | 89,668 | 322,199 | 146,272 | 67,909 | 61,811 | - | - | 1,416,035 | 871,923 | 871,923 | 162% |
| 36 BAND | 36 | 2,048 | 636 | 217 | 1,847 | 216 | 21,983 | 29,747 | 29,427 | 1,606 | 7,739 | - | - | 95,467 | 82,102 | 82,102 | 116% |
| 40 PEG CAPITAL PROGRAMMING | 40 | 2,686 | 8,790 | 2,190 | 3,681 | 2,190 | 50,593 | 22,430 | 2,187 | 6,877 | 2,190 | - | - | 103,812 | 88,963 | 88,963 | 117% |
| 64 RISK MANAGEMENT | 64 | 288,302 | 36,614 | 232,845 | 257,661 | 57,062 | 37,628 | 294,865 | 41,628 | 240,576 | 1,666,958 | - | - | 3,154,137 | 3,958,988 | 3,958,988 | 80% |
| 65 BENEFIT INSURANCE | 65 | 1,129,636 | 1,132,736 | 1,010,939 | 1,305,627 | 1,112,694 | 969,727 | 1,189,002 | 829,931 | 907,337 | 1,217,798 | - | - | 10,805,427 | 14,028,689 | 14,028,689 | 77% |
| 77 FIBER OPTICS | 77 | (72,580) | 57,150 | 8,998 | (2,568) | 9,142 | (57,957) | 3,420 | 6,050 | 83,918 | (61,361) | - | - | (25,788) | 1,306,920 | 1,306,920 | -2% |
| 85 GRANT FUND | 85 | - | - | 11,385 | - | - | 218,629 | - | 79,955 | - | 245,538 | - | - | 555,506 | 6,000,000 | 6,000,000 | 9% |
| 99 AMERICAN RESCUE PLAN | 99 | 68,967 | 1,846 | 5,108 | 6,113 | 20,866 | 644,778 | 14,542 | 275,479 | 48,567 | 1,505 | - | - | 1,087,771 | 1,509,300 | 1,509,300 | 72% |
| Sub Total | | 1,490,899 | 1,408,808 | 1,522,174 | 1,736,245 | 1,273,093 | 1,975,049 | 1,876,205 | 1,410,929 | 1,356,790 | 3,142,177 | - | - | 17,192,368 | 27,846,885 | 27,846,885 | 62% |
| **Water Utility** | | | | | | | | | | | | | | | | | |
| 80 WATER UTILITY | 80 | 1,308,406 | 10,216,812 | 1,543,642 | 1,230,214 | 1,335,047 | 1,736,856 | 3,524,547 | 4,529,526 | 1,558,019 | 1,403,957 | - | - | 28,387,027 | 32,777,472 | 32,777,472 | 87% |
| 81 WATER CAPITAL | 81 | 1,575,887 | 1,466,826 | 1,254,073 | 680,383 | 1,555,509 | 846,325 | 592,691 | 482,218 | 216,038 | 371,903 | - | - | 9,041,852 | 7,415,160 | 7,415,160 | 122% |
| 89 2022 BOND FUND | 89 | 55,798 | - | 367,487 | 1,200 | 209,137 | 143,000 | 144,222 | 131,686 | 244,444 | 250,951 | - | - | 1,547,926 | 14,279,569 | 14,279,569 | 11% |
| Sub Total | | 2,940,091 | 11,683,638 | 3,165,202 | 1,911,797 | 3,099,693 | 2,726,181 | 4,261,460 | 5,143,431 | 2,018,501 | 2,026,811 | - | - | 38,976,805 | 54,472,201 | 54,472,201 | 72% |
| **Fudiciary Trust & Agency** | | | | | | | | | | | | | | | | | |
| 90 FIRE PENSION | 90 | 817,419 | 796,726 | 804,855 | 828,219 | 808,736 | 800,474 | 805,008 | 842,684 | 906,251 | 811,186 | - | - | 8,221,557 | 9,610,877 | 9,610,877 | 86% |
| 91 POLICE PENSION | 91 | 921,553 | 976,696 | 951,135 | 974,776 | 1,059,853 | 950,025 | 957,006 | 1,041,573 | 950,145 | 950,725 | - | - | 9,733,486 | 10,021,643 | 10,021,643 | 97% |
| Sub Total | | 1,738,973 | 1,773,422 | 1,755,989 | 1,802,995 | 1,868,589 | 1,750,499 | 1,762,014 | 1,884,257 | 1,856,396 | 1,761,911 | - | - | 17,955,043 | 19,632,520 | 19,632,520 | 91% |
| ***Grand Total Expenditures*** | | 15,292,514 | 27,218,116 | 16,633,471 | 16,399,445 | 13,666,855 | 16,045,252 | 23,787,260 | 20,578,455 | 19,290,679 | 19,269,109 | - | - | 188,181,157 | 274,533,485 | 275,058,485 | 68% |

**City of Decatur**
**Water Utility Financial Report**
**Operating Fund Statement of Revenue and Expense**

**Month of:** **Sept & Oct 2023**

home

| US$ (whole) | Current Month Actual | Current Month Budget | O(U) Budget | Prior Year MTD Actual | O(U) Prior Year | Current YTD Actual | Current YTD Budget | O(U) Budget | Prior YTD Actual | O(U) Prior Year |
|---|---|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | | | |
| Water Sales | 2,756,312 | 2,800,000 | (43,688) | 795,849 | 1,960,464 | 27,558,695 | 27,086,862 | 471,833 | 26,650,829 | 907,866 |
| UCS Billing Reimb | 11,905 | 13,722 | (1,817) | 13,069 | (1,164) | 119,050 | 137,224 | (18,174) | 130,690 | (11,640) |
| Tapping Fees | 6,108 | 371 | 5,736 | 455 | 5,653 | 26,968 | 19,781 | 7,186 | 24,243 | 2,725 |
| Lake Lic. / Permits | 206 | 214 | (8) | 212 | (6) | 239,921 | 240,939 | (1,018) | 234,408 | 5,514 |
| Interest/Investment Income | 15,973 | 71,688 | (55,715) | 10,502 | 5,470 | 90,560 | 72,950 | 17,610 | 12,738 | 77,822 |
| Other Income | 31,689 | 55,129 | (23,440) | 182,033 | (150,344) | 465,656 | 427,776 | 37,880 | 1,214,415 | (748,759) |
| **Total Revenue** | 2,822,193 | 2,941,125 | (118,932) | 1,002,120 | 1,820,073 | 28,500,849 | 27,985,533 | 515,316 | 28,267,321 | 233,528 |
| **Cost of Service** | | | | | | | | | | |
| 801 Water Production | 556,379 | 591,080 | (34,702) | 598,820 | (42,441) | 5,766,124 | 4,845,916 | 920,208 | 2,860,578 | 2,905,547 |
| 804 Water Services | 246,821 | 257,168 | (10,347) | 235,566 | 11,256 | 2,776,670 | 3,017,636 | (240,967) | 2,763,177 | 13,492 |
| Total Cost of Service | 803,200 | 848,249 | (45,049) | 834,386 | (31,186) | 8,542,794 | 7,863,552 | 679,242 | 5,623,755 | 2,919,039 |
| % of Revenue | 28.5% | 28.8% | | 83.3% | | 30.0% | 28.1% | | 19.9% | |
| **Water Gross Margin** | 2,018,993 | 2,092,876 | (73,884) | 167,734 | 1,851,259 | 19,958,055 | 20,121,980 | (163,925) | 22,643,566 | (2,685,511) |
| % of Revenue | 71.5% | 71.2% | | 16.7% | | 70.0% | 71.9% | | 80.1% | |
| **Operating Expense** | | | | | | | | | | |
| 802 Lake Management | 169,753 | 117,265 | 52,488 | 74,901 | 94,852 | 1,382,564 | 1,487,057 | (104,493) | 947,578 | 434,987 |
| 803 Water Administration | 354,713 | 408,431 | (53,718) | 362,580 | (7,867) | 3,492,441 | 4,133,040 | (640,599) | 5,656,923 | (2,164,482) |
| 805 Customer Service | 75,791 | 75,368 | 423 | 65,013 | 10,778 | 805,525 | 879,895 | (74,370) | 755,866 | 49,659 |
| Total Operating Expense | 600,257 | 601,064 | (807) | 502,494 | 97,763 | 5,680,530 | 6,499,992 | (819,462) | 7,360,366 | (1,679,836) |
| % of Revenue | 21.3% | 20.4% | | 50.1% | | 19.9% | 23.2% | | 26.0% | |
| **Margin Before Debt Service** | 1,418,735 | 1,491,813 | (73,077) | (334,760) | 1,753,496 | 14,277,525 | 13,621,988 | 655,537 | 15,283,200 | (1,005,675) |
| % of Revenue | 50.3% | 50.7% | | -33.4% | | 50.1% | 48.7% | | 54.1% | |
| **Debt Service** | | | | | | | | | | |
| 808 GO Bond Debt | 500 | 1,230 | (730) | 1,250 | (750) | 10,203,707 | 8,730,037 | 1,473,670 | 8,872,902 | 1,330,806 |
| 809 IEPA - Nitrate Facility | - | - | - | - | - | - | 122,800 | (122,800) | 122,211 | (122,211) |
| 80B IEPA - Water Tower | - | - | - | - | - | 361,681 | 361,681 | (0) | 361,681 | - |
| 80C JCI - Auto Water Meter | - | - | - | - | - | 1,598,315 | 1,610,000 | (11,685) | 1,554,719 | 43,595 |
| Total Debt Service | 500 | 1,230 | (730) | 1,250 | (750) | 12,163,703 | 10,824,518 | 1,339,184 | 10,911,513 | 1,252,190 |
| % of Revenue | 0.0% | 0.0% | | 0.1% | | 42.7% | 38.7% | | 38.6% | |
| **Operating Income** | 1,418,235 | 1,490,583 | (72,347) | (336,010) | 1,754,246 | 2,113,822 | 2,797,470 | (683,648) | 4,371,687 | (2,257,865) |
| % of Revenue | 50.3% | 50.7% | | -33.5% | | 7.4% | 10.0% | | 15.5% | |
| **Transfer to Capital** | | | | | | | | | | |
| CapEx Funding | - | - | - | - | - | 2,000,000 | 2,000,000 | - | 2,000,000 | - |
| **Income after Capital Transfer** | 1,418,235 | 1,490,583 | (72,347) | (336,010) | 1,754,246 | 113,822 | 797,470 | (683,648) | 2,371,687 | (2,257,865) |
| % of Revenue | 50.3% | 50.7% | | -33.5% | | 0.4% | 2.8% | | 8.4% | |

| **Balance Sheet Items (Operating Fund)** | | | |
|---|---|---|---|
| Cash | 9,558,814 | | 9,401,952 | |
| Interfund AR | - | | - | |
| Investments | - | | - | |
| Total Cash & Investments | 9,558,814 | | 9,401,952 | |
| Accounts Receivable | 2,843,133 | | 3,384,909 | |

Prepared By: Office of the City Treasurer

***City of Decatur*** **Month of: Sept & Oct 2023**

***Water Utility Financial Report***

***Capital Fund Statement of Revenue and Expense***

***home***

| | Current Month Actual | Current YTD Actual | Current YTD Budget | O(U) Budget | Full Year Budget | Comments | |
|---|---|---|---|---|---|---|---|
| ***Revenue*** | | | | | | | |
| *CapEx Funding* | - | 2,000,000 | 2,000,000 | - | 2,000,000 | *CapEx funding from Water Operating Fund* | |
| *ADM Cost Share* | - | 1,000,000 | 1,000,000 | - | 1,000,000 | *Actual ADM cost share* | |
| *Grants* | 45,040 | 110,287 | 100,000 | 10,287 | 200,000 | | |
| *Other* | 27,112 | 483,228 | 2,300,000 | (1,816,772) | 2,300,000 | *Other Transfers* | |
| ***Total Revenue*** | 72,152 | 3,593,515 | 5,400,000 | (1,806,485) | 5,500,000 | | |
| ***CapEx Project Spending*** | | | | | | | |
| *Operating CapEx* | - | - | - | - | - | *81808112* | *423700* |
| *Software* | | 4,998 | - | 4,998 | - | *81808118* | *424700* |
| *Professional Services* | 10,948 | 63,957 | 217,489 | (153,532) | 275,000 | *81808118* | *428000* |
| *Automotive Equipment* | | 280,775 | 491,603 | (210,827) | 915,000 | *81808118* | *451000* |
| *Other Equipment* | | | - | - | 335,000 | *81808118* | *452000* |
| *System leak detection* | - | 30,048 | 31,494 | (1,446) | 34,848 | *81808118* | *486300* |
| *Water Main Replacement* | 7,038 | 1,715,802 | 1,842,080 | (126,279) | 2,325,318 | *81808118* | *488800* |
| *Water System Improvements* | - | - | 173,333 | (173,333) | 173,333 | *81808118* | *497000* |
| *SWTP, Clarifiers Improvements* | 43,048 | 5,790,653 | 264,236 | 5,526,417 | 356,370 | *81808118* | *499200* |
| *Lake cap operating* | 157,610 | 688,119 | 1,130,982 | (442,863) | 1,705,192 | *81808122* | *423700* |
| *Lake cap land acq* | | | - | - | 100,000 | *81808128* | *450100* |
| *Lakefront Development* | | 7,405 | - | | 30,000 | *81808128* | *485660* |
| *Lake cap additional water* | 153,260 | 460,096 | 574,838 | (114,742) | 1,165,099 | *81808128* | *488900* |
| *Water Distribution System* | - | - | - | - | - | | |
| ***Total CapEx Spending*** | 371,903 | 9,041,852 | 4,726,054 | 4,308,393 | 7,415,160 | | |
| ***Surplus (Deficit)*** | (299,751) | (5,448,337) | 673,946 | | (1,915,160) | | |

***Capital Fund Cash Position***

| | | |
|---|---|---|
| *Cash Position Start of Month* | 867,878 | |
| *Cash Position Close of Month* | 523,087 | |
| *Interfund AR* | 481,816 | *Due to Water Capital fund from Capital Fund 45* |

*Prepared By:* *Office of the City Treasurer*

**City of Decatur** home

**Water Utility Financial Report**

**Key Metrics**

**Sept & Oct 202**

Change the formulas in row "R" for the current month!

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Current Year** | | | | | | | | | | | | | |
| **Water Bill Count** | | | | | | | | | | | | | |
| Original Bills | | | | | | | | | | | | | |
| Residential | 26,045 | 24,570 | 29,767 | 23,486 | 27,914 | 27,623 | 24,806 | 28,452 | 25,046 | 26,432 | | | 264,141 |
| Industrial | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | | | 300 |
| Commercial | 2,641 | 2,459 | 2,980 | 2,327 | 2,848 | 2,736 | 2,543 | 2,825 | 2,533 | 2,661 | | | 26,553 |
| Total | 28,716 | 27,059 | 32,777 | 25,843 | 30,792 | 30,389 | 27,379 | 31,307 | 27,609 | 29,123 | - | - | 290,994 |
| Delinquent Bills | | | | | | | | | | | | | |
| Residential | 7,399 | 6,442 | 7,849 | 7,420 | 8,071 | 8,394 | 7,378 | 8,303 | 7,208 | 8,602 | | | 77,066 |
| Industrial | - | - | 1 | - | - | - | 3 | 3 | 1 | 4 | | | 12 |
| Commercial | 452 | 365 | 417 | 446 | 447 | 474 | 435 | 491 | 433 | 419 | | | 4,379 |
| Total | 7,851 | 6,807 | 8,267 | 7,866 | 8,518 | 8,868 | 7,816 | 8,797 | 7,642 | 9,025 | - | - | 81,457 |
| Total Bill Count | 36,567 | 33,866 | 41,044 | 33,709 | 39,310 | 39,257 | 35,195 | 40,104 | 35,251 | 38,148 | - | - | 372,451 |
| **Cubit Feet Consumption Billed** | | | | | | | | | | | | | |
| Residential | 11,188,618 | 10,200,018 | 11,181,561 | 10,418,156 | 11,691,023 | 14,090,814 | 12,819,382 | 14,102,437 | 12,181,007 | 11,877,691 | | | 119,750,707 |
| Industrial | 41,752,330 | 45,530,232 | 39,297,719 | 42,569,239 | 40,161,288 | 41,341,662 | 42,100,688 | 42,836,883 | 44,869,880 | 34,398,294 | | | 414,858,215 |
| Commercial | 9,746,511 | 9,514,979 | 9,438,037 | 9,121,604 | 10,934,865 | 12,302,835 | 13,623,710 | 13,876,283 | 12,946,508 | 11,911,327 | | | 113,416,659 |
| Total | 62,687,459 | 65,245,229 | 59,917,317 | 62,108,999 | 62,787,176 | 67,735,311 | 68,543,780 | 70,815,603 | 69,997,395 | 58,187,312 | - | - | 648,025,581 |
| **Water Shut Offs** | 397 | 578 | 624 | 533 | 634 | 650 | 634 | 808 | 666 | 772 | | | 6,296 |
| **Customer Service Telephone Calls** | 4,761 | 4,507 | 5,297 | 5,109 | 5,247 | 5,019 | 4,899 | 5,385 | 4,741 | 5,093 | | | 50,058 |
| **Water Billed $** | | | | | | | | | | | | | |
| Residential | 713,684 | 655,213 | 734,445 | 639,338 | 761,753 | 917,354 | 836,069 | 923,153 | 799,175 | 793,273 | | $ | 7,773,457 |
| Industrial | 1,180,971 | 1,274,432 | 1,120,980 | 1,205,209 | 1,149,778 | 1,247,274 | 1,268,502 | 1,286,198 | 1,335,848 | 1,068,491 | | $ | 12,137,684 |
| Commercial | 531,637 | 512,087 | 538,180 | 495,811 | 600,355 | 669,731 | 703,521 | 734,623 | 687,941 | 651,868 | | $ | 6,125,754 |
| Total | $ 2,426,292 | $ 2,441,732 | $ 2,393,604 | $ 2,340,358 | $ 2,511,886 | $ 2,834,359 | $ 2,808,092 | $ 2,943,974 | $ 2,822,965 | $ 2,513,632 | | $ | 26,036,894 |
| Penalty $ | $ 12,708 | $ 12,183 | $ 28,499 | 12,293 | 13,795 | 15,286 | 16,697 | 17,352 | 15,545 | $ 17,110 | | $ | 161,468 |
| Total Billed | $ 2,439,000 | $ 2,453,914 | $ 2,422,104 | $ 2,352,652 | $ 2,525,681 | $ 2,849,644 | $ 2,824,788 | $ 2,961,326 | $ 2,838,510 | $ 2,530,743 | $ - | $ - | $ 26,198,362 |
| **Raw Water Gallonage Billed** | | | | | | | | | | | | | |
| Gallons (000) | 417,880 | 430,520 | 384,500 | 411,830 | 424,110 | 451,820 | 486,370 | 482,310 | 407,220 | 440,770 | | | 4,337,330 |
| $ Billed | 130,629 | 134,580 | 120,195 | 128,738 | 132,577 | 149,733 | 161,183 | 159,838 | 134,952 | 146,071 | | $ | 1,398,496 |
| **Water Billed vs Cash Receipts** | | | | | | | | | | | | | |
| Billed $ | 2,426,292 | 2,588,495 | 2,542,298 | 2,481,390 | 2,658,258 | 2,999,378 | 2,985,971 | 3,121,164 | 2,973,462 | 2,676,814 | | $ | 27,453,522 |
| Cash Revenue $ | 2,618,861 | 2,624,376 | 2,556,057 | 2,435,294 | 2,689,707 | 2,751,289 | 3,022,893 | 3,160,336 | 2,943,570 | 2,756,312 | | $ | 27,558,695 |
| % Cash to Billed | 108% | 101% | 101% | 98% | 101% | 92% | 101% | 101% | 99% | 103% | - | - | 100.4% |
| **Prior Year 2022** | | | | | | | | | | | | | |
| **Water Bill Count** | | | | | | | | | | | | | |
| Original Bills | | | | | | | | | | | | | |
| Residential | 27,110 | 24,647 | 29,930 | 25,326 | 26,392 | 27,154 | 26,104 | 27,548 | 25,994 | 25,913 | 25,241 | 28,176 | 319,535 |
| Industrial | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 360 |
| Commercial | 2,696 | 2,456 | 2,973 | 2,527 | 2,650 | 2,749 | 2,587 | 2,757 | 2,666 | 2,591 | 2,569 | 2,793 | 32,014 |
| Total | 29,836 | 27,133 | 32,933 | 27,883 | 29,072 | 29,933 | 28,721 | 30,335 | 28,690 | 28,534 | 27,840 | 30,999 | 351,909 |
| Delinquent Bills | | | | | | | | | | | | | |
| Residential | 7,699 | 6,189 | 8,220 | 7,620 | 7,117 | 7,729 | 7,257 | 8,561 | 7,449 | 7,172 | 5,802 | 7,613 | 88,428 |
| Industrial | 1 | 1 | - | 2 | - | - | - | - | - | - | - | - | 4 |
| Commercial | 389 | 373 | 383 | 410 | 414 | 487 | 424 | 518 | 379 | 397 | 355 | 439 | 4,968 |
| Total | 8,089 | 6,563 | 8,603 | 8,032 | 7,531 | 8,216 | 7,681 | 9,079 | 7,828 | 7,569 | 6,157 | 8,052 | 93,400 |
| Total Bill Count | 37,925 | 33,696 | 41,536 | 35,915 | 36,603 | 38,149 | 36,402 | 39,414 | 36,518 | 36,103 | 33,997 | 39,051 | 445,309 |
| **Cubit Feet Consumption Billed** | | | | | | | | | | | | | |
| Residential | 11,184,528 | 10,282,443 | 11,409,142 | 9,982,145 | 10,705,055 | 12,338,176 | 13,438,177 | 13,103,207 | 11,762,804 | 10,998,390 | 10,401,384 | 11,352,187 | 136,957,638 |
| Industrial | 41,470,827 | 44,584,892 | 39,019,803 | 43,645,501 | 40,739,955 | 46,143,194 | 45,127,686 | 48,070,058 | 47,584,588 | 44,934,063 | 43,074,465 | 42,314,326 | 526,709,358 |
| Commercial | 9,930,161 | 9,606,508 | 9,610,928 | 9,625,113 | 9,647,732 | 11,450,965 | 13,138,686 | 14,551,448 | 13,079,384 | 11,704,779 | 10,419,866 | 10,060,763 | 132,826,333 |
| Total | 62,585,516 | 64,473,843 | 60,039,873 | 63,252,759 | 61,092,742 | 69,932,335 | 71,704,549 | 75,724,713 | 72,426,776 | 67,637,232 | 63,895,715 | 63,727,276 | 796,493,329 |
| **Water Shut Offs** | 671 | 547 | 727 | 455 | 599 | 722 | 523 | 784 | 485 | 485 | 493 | 431 | 6,922 |
| **Customer Service Telephone Calls** | 5,148 | 4,411 | 5,080 | 4,460 | 4,819 | 5,046 | 4,736 | 5,534 | 4,867 | 4,628 | 4,290 | 4,556 | 57,575 |
| **Water Billed $** | | | | | | | | | | | | | |
| Residential | 703,333 | 643,773 | 727,048 | 637,301 | 681,642 | 780,110 | 823,756 | 819,100 | 741,652 | 703,170 | 670,574 | 736,125 | $ 8,667,585 |
| Industrial | 1,132,178 | 1,202,794 | 1,072,338 | 1,184,640 | 1,116,602 | 1,297,006 | 1,281,131 | 1,322,918 | 1,338,144 | 1,249,155 | 1,203,368 | 1,193,051 | $ 14,593,326 |
| Commercial | 525,898 | 496,750 | 526,010 | 508,700 | 519,399 | 602,026 | 647,131 | 700,916 | 648,537 | 598,947 | 548,219 | 554,569 | $ 6,877,102 |
| Total | $ 2,361,409 | $ 2,343,317 | $ 2,325,396 | $ 2,330,641 | $ 2,317,643 | $ 2,679,143 | $ 2,752,018 | $ 2,842,935 | $ 2,728,333 | $ 2,551,272 | $ 2,422,162 | $ 2,483,745 | $ 30,138,013 |
| Penalty $ | $ 28,636 | $ 1,256 | $ 14,002 | 44,879 | 12,766 | 14,478 | 14,407 | 18,681 | 7,829 | | | | $ 156,935 |
| Total Billed | $ 2,390,046 | $ 2,344,573 | $ 2,339,398 | $ 2,375,521 | $ 2,330,409 | $ 2,693,620 | $ 2,766,425 | $ 2,861,616 | $ 2,736,162 | $ 2,551,272 | $ 2,422,162 | $ 2,483,745 | $ 30,294,949 |
| **Raw Water Gallonage Billed** | | | | | | | | | | | | | |
| Gallons (000) | 292,670 | 292,140 | 296,130 | 297,810 | 293,350 | 364,980 | 359,540 | 341,610 | 474,570 | 434,280 | 448,320 | 418,660 | 4,314,060 |
| $ Billed | 89,264 | 89,103 | 90,320 | 90,832 | 89,472 | 111,319 | 109,659 | 104,191 | 148,351 | 135,756 | 140,145 | 130,873 | $ 1,329,284 |
| **Water Billed vs Cash Receipts** | | | | | | | | | | | | | |
| Billed $ | 2,361,409 | 2,444,983 | 2,429,718 | 2,465,169 | 2,419,603 | 2,804,939 | 2,876,085 | 2,969,845 | 2,892,391 | 2,703,216 | 2,572,314 | 2,628,308 | $ 31,567,980 |
| Cash Revenue $ | 2,170,717 | 2,780,145 | 2,521,253 | 2,446,589 | 2,602,017 | 2,602,017 | 2,785,495 | 3,079,668 | 2,602,017 | 795,849 | 2,602,017 | 2,602,017 | $ 29,589,804 |
| % Cash to Billed | 92% | 114% | 104% | 99% | 108% | 93% | 97% | 104% | 90% | 29% | 101% | 99% | 93.7% |

**City of Decatur**
**Treasurer's Financial Report**
**Headcount Staffing Level**

**Period Ending: Sept & Oct 2023**

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

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

**City of Decatur**
**Treasurer's Financial Report**
**Headcount Staffing Level**

**Period Ending: Sept & Oct 2023**

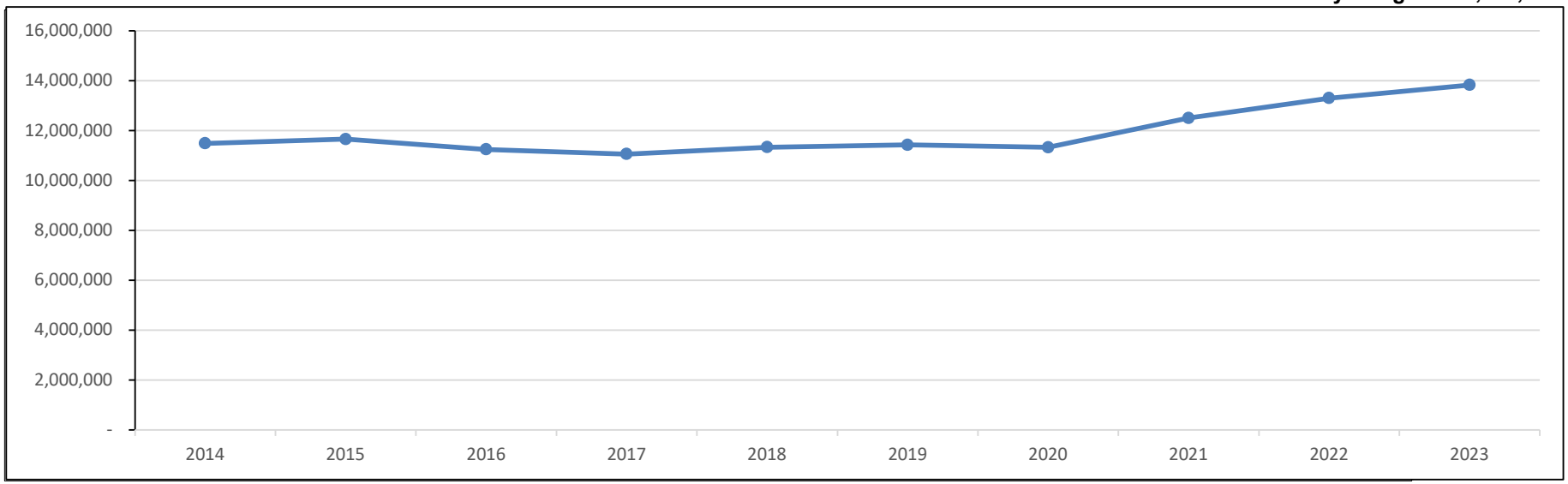
| | Budget | Current Year Staffing Levels | | | | | | | | | | | | Prior Yr End |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| **Full Time Staff** | | | | | | | | | | | | | | |
| **Executive** | | | | |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

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

# STATE SALES TAX

Home

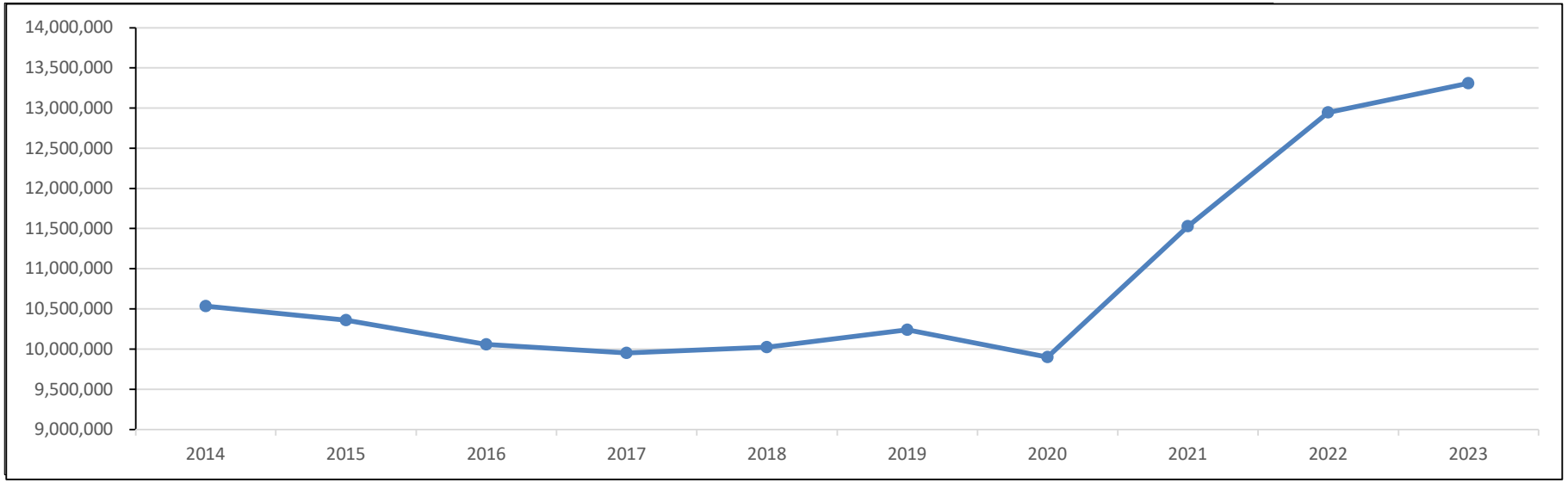
| MONTH | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| JANUARY | 938,684 | 963,009 | 946,811 | 902,833 | 882,653 | 984,872 | 984,354 | 936,318 | 1,033,684 | 1,168,660 |
| FEBRUARY | 914,587 | 941,678 | 904,631 | 899,838 | 917,921 | 935,303 | 955,006 | 882,140 | 1,075,306 | 1,127,485 |
| MARCH | 1,106,071 | 1,120,789 | 1,119,498 | 1,107,270 | 1,088,364 | 1,093,971 | 1,112,877 | 1,115,773 | 1,269,776 | 1,289,943 |
| APRIL | 825,291 | 857,417 | 824,458 | 789,769 | 840,607 | 801,923 | 850,408 | 909,469 | 938,656 | 1,033,077 |
| MAY | 868,465 | 877,404 | 867,538 | 837,972 | 819,180 | 845,440 | 849,934 | 864,919 | 913,545 | 1,002,240 |
| JUNE | 974,156 | 978,888 | 940,736 | 957,693 | 978,292 | 975,295 | 909,787 | 1,179,406 | 1,149,425 | 1,144,522 |
| JULY | 935,127 | 944,686 | 887,325 | 906,452 | 942,693 | 968,093 | 858,962 | 1,082,746 | 1,135,529 | 1,152,092 |
| AUGUST | 1,028,409 | 992,900 | 943,818 | 935,012 | 1,010,708 | 1,011,477 | 945,270 | 1,201,374 | 1,182,257 | 1,222,864 |
| SEPTEMBER | 979,712 | 1,006,626 | 994,684 | 953,644 | 978,357 | 930,277 | 972,693 | 1,113,247 | 1,207,478 | 1,200,298 |
| OCTOBER | 981,740 | 991,641 | 933,239 | 891,372 | 943,494 | 979,187 | 974,990 | 1,069,252 | 1,042,274 | 1,154,653 |
| NOVEMBER | 961,614 | 1,003,087 | 962,595 | 934,414 | 991,142 | 967,297 | 940,548 | 1,087,116 | 1,178,594 | 1,186,478 |
| DECEMBER | 969,684 | 976,633 | 916,175 | 935,863 | 935,419 | 930,430 | 967,339 | 1,058,332 | 1,166,847 | 1,141,958 |
| **TOTALS** | **11,483,540** | **11,654,760** | **11,241,506** | **11,052,132** | **11,328,832** | **11,423,564** | **11,322,169** | **12,500,091** | **13,293,370** | **13,824,271** |
| | | | | | | | | | **Year in Play Budget** | **14,061,840** |




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

# LOCAL SALES TAX

| MONTH | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| JANUARY | 887,481 | 889,089 | 848,993 | 818,066 | 807,770 | 892,334 | 880,608 | 840,697 | 1,006,392 | 1,157,380 |
| FEBRUARY | 862,759 | 863,243 | 833,995 | 838,995 | 837,288 | 864,722 | 856,677 | 781,469 | 1,041,267 | 1,134,252 |
| MARCH | 1,022,997 | 1,000,115 | 1,036,321 | 995,383 | 959,353 | 963,236 | 960,429 | 992,288 | 1,201,515 | 1,246,328 |
| APRIL | 739,227 | 739,805 | 703,472 | 702,734 | 712,309 | 698,869 | 734,157 | 813,655 | 858,286 | 954,992 |
| MAY | 779,506 | 764,685 | 744,767 | 729,878 | 716,975 | 739,341 | 727,854 | 776,379 | 858,911 | 947,436 |
| JUNE | 865,335 | 832,374 | 840,488 | 855,602 | 852,317 | 858,115 | 765,429 | 1,102,858 | 1,112,269 | 1,063,989 |
| JULY | 864,489 | 833,551 | 791,839 | 814,658 | 807,532 | 860,421 | 735,614 | 1,046,496 | 1,094,284 | 1,106,303 |
| AUGUST | 957,423 | 906,467 | 867,107 | 877,154 | 909,719 | 920,833 | 834,535 | 1,045,456 | 1,170,493 | 1,174,733 |
| SEPTEMBER | 916,077 | 911,765 | 904,129 | 852,928 | 890,655 | 873,345 | 873,669 | 1,046,584 | 1,169,467 | 1,162,413 |
| OCTOBER | 882,079 | 875,986 | 822,711 | 779,788 | 836,215 | 868,200 | 865,615 | 1,013,580 | 1,099,159 | 1,103,324 |
| NOVEMBER | 884,609 | 882,605 | 854,078 | 835,747 | 866,834 | 875,836 | 819,660 | 1,048,702 | 1,201,140 | 1,144,553 |
| DECEMBER | 872,277 | 860,119 | 810,233 | 849,336 | 827,137 | 824,656 | 845,741 | 1,018,861 | 1,130,587 | 1,111,984 |
| **TOTALS** | **10,534,258** | **10,359,805** | **10,058,133** | **9,950,270** | **10,024,104** | **10,239,908** | **9,899,988** | **11,527,023** | **12,943,770** | **13,307,687** |
| | | | | | | | | | **Year in Play Budget** | **13,501,160** |

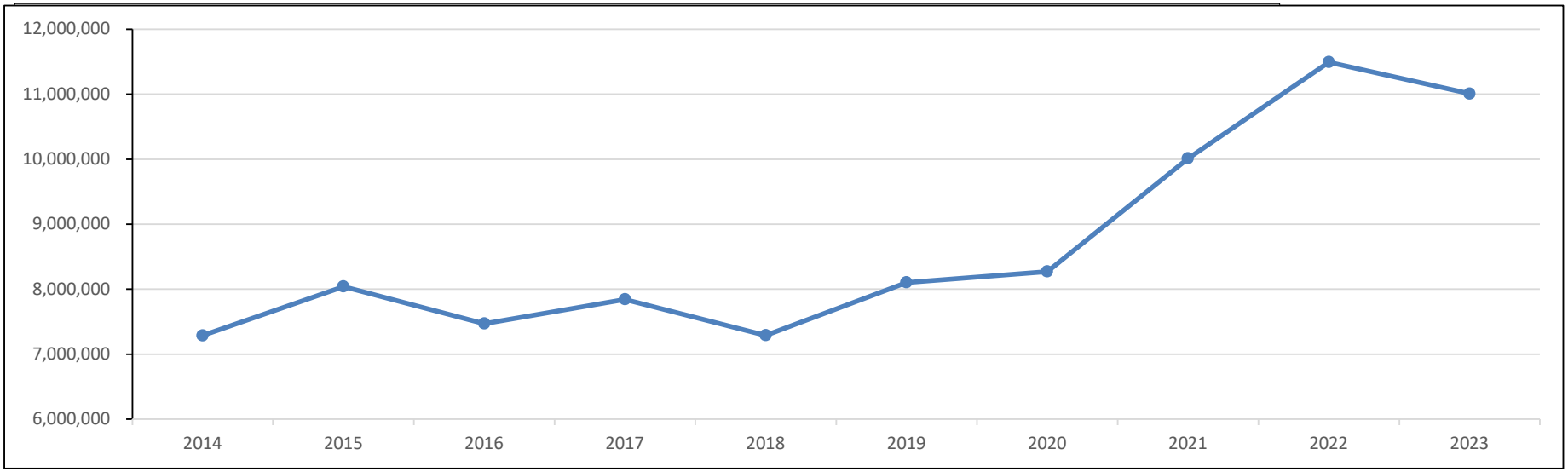



***Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements***

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

# STATE INCOME TAX

| MONTH | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| JANUARY | 850,845 | 852,700 | 912,628 | 851,716 | 578,461 | 631,574 | 696,621 | 807,110 | 960,878 | 1,049,580 |
| FEBRUARY | - | - | - | - | 837,319 | 759,834 | 717,710 | 853,298 | 1,198,126 | 1,037,782 |
| MARCH | 699,395 | 620,094 | 751,474 | 1,411,585 | 420,941 | 457,518 | 533,688 | 588,089 | 519,319 | 614,640 |
| APRIL | 742,236 | 925,184 | 822,346 | - | 646,373 | 734,870 | 783,855 | 937,702 | 1,109,452 | 989,236 |
| MAY | 423,934 | 403,609 | 476,082 | 396,235 | 1,044,019 | 1,528,635 | 767,466 | 1,280,911 | 2,238,522 | 1,696,424 |
| JUNE | 741,339 | 824,784 | 1,774,951 | 764,129 | 482,298 | 477,387 | 475,376 | 1,123,868 | 657,580 | 795,466 |
| JULY | 1,150,541 | 1,364,531 | - | 1,547,903 | 652,113 | 713,920 | 754,878 | 1,008,212 | 1,110,107 | 1,059,801 |
| AUGUST | 428,542 | 566,667 | 496,310 | 698,009 | 478,694 | 511,760 | 1,032,080 | 566,126 | 571,768 | 696,542 |
| SEPTEMBER | 709,251 | 1,263,519 | 1,120,799 | 727,037 | 467,186 | 452,932 | 584,790 | 597,861 | 621,357 | 632,222 |
| OCTOBER | 818,347 | - | - | 599,068 | 726,093 | 808,115 | 846,827 | 1,086,453 | 1,137,578 | 1,222,083 |
| NOVEMBER | - | 441,918 | 450,551 | 450,852 | 522,953 | 527,420 | 572,208 | 622,816 | 720,354 | 650,282 |
| DECEMBER | 721,926 | 776,691 | 665,793 | 396,923 | 433,456 | 498,389 | 506,596 | 539,685 | 646,330 | 563,485 |
| | 13 ct-2 mo delay | 12 ct-2 mo delay | 12 ct-2 mo delay | 12 ct-2 mo delay | 14 ct-no delay | | | | | |
| **TOTALS** | **7,286,357** | **8,039,696** | **7,470,934** | **7,843,458** | **7,289,905** | **8,102,353** | **8,272,095** | **10,012,130** | **11,491,369** | **11,007,543** |
| | | | | | | | | | **Year in Play Budget** | **11,874,000** |

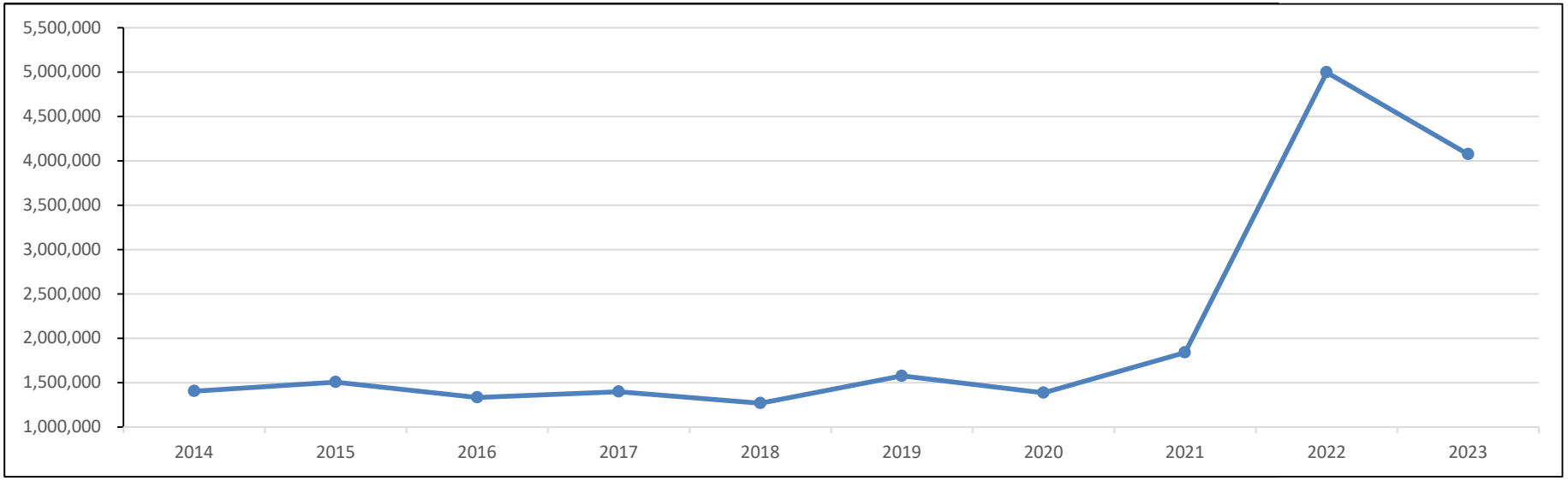



***Schedule presents State LGDF distribution***

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

# PERSONAL PROPERTY REPLACEMENT TAX

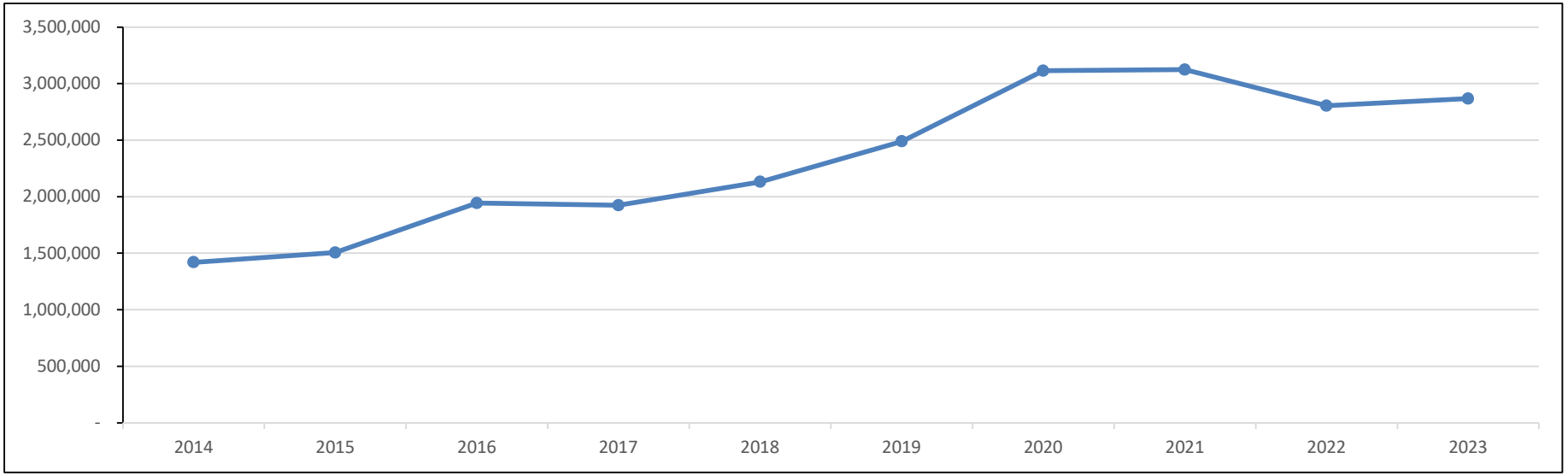
| MONTH | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| JANUARY | 233,315 | 202,878 | 195,051 | 217,463 | 143,616 | 153,006 | 226,930 | 238,599 | 489,253 | 699,404 |
| FEBRUARY | 2,024 | 717 | - | - | - | - | - | - | - | - |
| MARCH | 80,778 | 70,137 | 83,788 | 147,880 | 132,622 | 67,368 | 45,114 | 86,205 | 654,576 | 386,908 |
| APRIL | 309,261 | 364,335 | 271,921 | 352,780 | 260,085 | 301,619 | 311,508 | 402,800 | 743,040 | 551,668 |
| MAY | 227,806 | 293,618 | 219,695 | 227,189 | 269,213 | 365,884 | 199,155 | 519,099 | 997,471 | 893,076 |
| JUNE | - | 2,501 | 12,343 | - | - | 3,173 | - | - | 3,546 | - |
| JULY | 229,514 | 238,695 | 239,680 | 239,384 | 206,222 | 217,352 | 206,917 | 378,262 | 718,801 | 719,448 |
| AUGUST | 24,688 | 32,169 | 27,902 | 10,712 | 20,842 | 26,075 | 152,903 | 48,103 | 82,065 | 116,408 |
| SEPTEMBER | 6,877 | 2,356 | 4,554 | - | - | - | - | 26,897 | 21,828 | - |
| OCTOBER | 227,489 | 239,950 | 218,004 | 160,071 | 190,221 | 376,967 | 193,839 | 2,246 | 968,179 | 598,448 |
| NOVEMBER | - | - | 1,876 | - | - | 1,332 | - | 6,015 | - | - |
| DECEMBER | 63,058 | 58,604 | 58,514 | 42,179 | 46,033 | 62,824 | 50,168 | 131,241 | 317,059 | 107,842 |
| **TOTALS** | **1,404,809** | **1,505,959** | **1,333,328** | **1,397,658** | **1,268,855** | **1,575,600** | **1,386,533** | **1,839,468** | **4,995,818** | **4,073,201** |
| | | | | | | | | | **Year in Play Budget** | **2,908,000** |




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

# LOCAL USE TAX

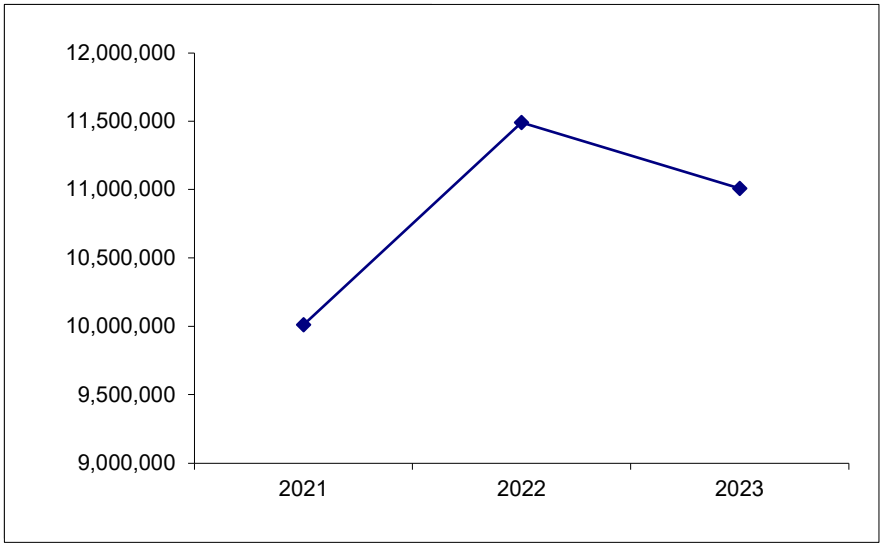
| MONTH | 2014 Actual | 2015 Actual | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Actual | 2021 Actual | 2022 Actual | 2023 Year in Play |
|---|---|---|---|---|---|---|---|---|---|---|
| JANUARY | 115,740 | 136,569 | 295,435 | 159,854 | 166,257 | 205,607 | 244,618 | 301,148 | 215,409 | 253,475 |
| FEBRUARY | 108,961 | 129,837 | 146,086 | 155,199 | 192,590 | 227,498 | 229,171 | 320,911 | 253,062 | 267,197 |
| MARCH | 171,437 | 196,801 | 208,903 | 241,170 | 243,593 | 275,101 | 314,455 | 452,845 | 320,769 | 323,206 |
| APRIL | 90,904 | 69,628 | 128,350 | 139,319 | 145,000 | 159,583 | 217,745 | 222,022 | 212,726 | 226,274 |
| MAY | 89,241 | 135,902 | 130,832 | 131,114 | 149,116 | 183,842 | 189,224 | 197,971 | 205,377 | 208,488 |
| JUNE | 117,824 | 143,287 | 153,738 | 170,503 | 180,080 | 208,996 | 240,704 | 253,092 | 240,875 | 257,890 |
| JULY | 108,621 | 140,649 | 149,743 | 146,418 | 157,169 | 197,817 | 254,820 | 229,947 | 192,903 | 215,778 |
| AUGUST | 115,406 | 133,971 | 145,710 | 147,521 | 171,381 | 198,672 | 283,392 | 211,651 | 219,932 | 213,410 |
| SEPTEMBER | 128,816 | - | 164,340 | 156,033 | 183,541 | 201,970 | 286,103 | 241,230 | 248,103 | 160,202 |
| OCTOBER | 109,843 | - | 130,791 | 149,381 | 178,049 | 207,636 | 289,306 | 224,653 | 216,541 | 225,763 |
| NOVEMBER | 118,956 | - | 142,584 | 158,864 | 169,331 | 198,926 | 275,488 | 237,138 | 224,900 | 261,350 |
| DECEMBER | 144,341 | 419,237 | 146,571 | 167,420 | 194,248 | 222,795 | 287,411 | 231,030 | 252,890 | 254,619 |
| **TOTALS** | **1,420,091** | **1,505,880** | **1,943,083** | **1,922,796** | **2,130,355** | **2,488,443** | **3,112,435** | **3,123,637** | **2,803,488** | **2,867,651** |
| | | | | | | | | | **Year in Play Budget** | **3,020,000** |




***Schedule presents State distribution of Use Tax.***

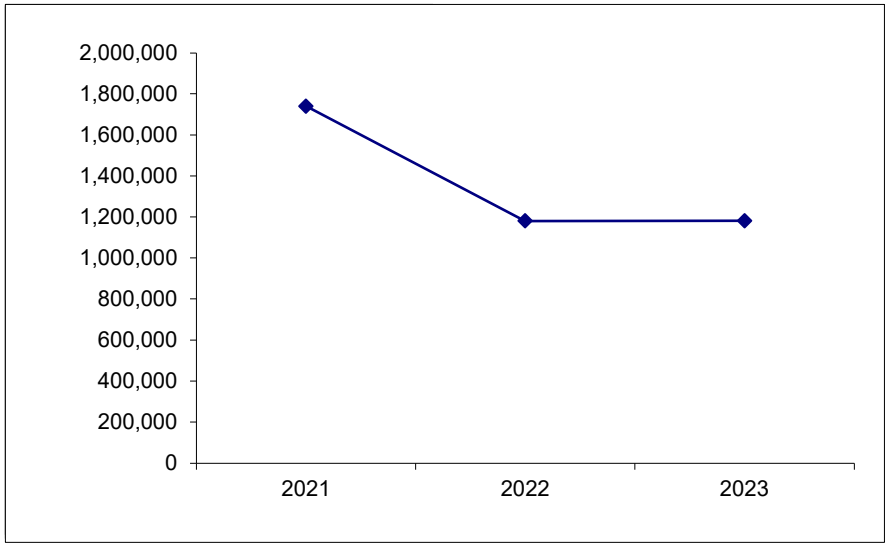
## STATE INCOME TAX LGDF DISTRIBUTION

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 807,110 | 960,878 | 1,049,580 |
| FEBRUARY | 853,298 | 1,198,126 | 1,037,782 |
| MARCH | 588,089 | 519,319 | 614,640 |
| APRIL | 937,702 | 1,109,452 | 989,236 |
| MAY | 1,280,911 | 2,238,522 | 1,696,424 |
| JUNE | 1,123,868 | 657,580 | 795,466 |
| JULY | 1,008,212 | 1,110,107 | 1,059,801 |
| AUGUST | 566,126 | 571,768 | 696,542 |
| SEPTEMBER | 597,861 | 621,357 | 632,222 |
| OCTOBER | 1,086,453 | 1,137,578 | 1,222,083 |
| NOVEMBER | 622,816 | 720,354 | 650,282 |
| DECEMBER | 539,685 | 646,330 | 563,485 |
| TOTALS | 10,012,130 | 11,491,369 | 11,007,543 |
| | | Current Budget | 11,874,000 |
| | | Projected Amt Over (Under) | (866,457) |



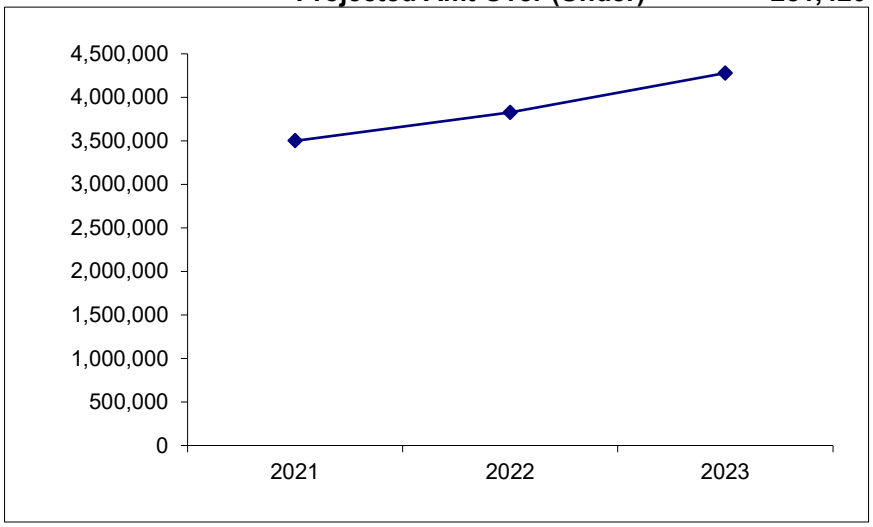

## LOCAL TELEPHONE UTILITY TAX

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 585,430 | 99,599 | 100,718 |
| FEBRUARY | 105,214 | 94,273 | 101,222 |
| MARCH | 97,810 | 97,801 | 121,496 |
| APRIL | 91,598 | 95,983 | 107,186 |
| MAY | 97,948 | 94,162 | 89,187 |
| JUNE | 129,008 | 97,606 | 93,766 |
| JULY | 101,474 | 95,378 | 89,855 |
| AUGUST | 111,428 | 98,967 | 94,549 |
| SEPTEMBER | 108,598 | 87,617 | 91,316 |
| OCTOBER | 103,735 | 116,632 | 91,984 |
| NOVEMBER | 105,524 | 99,450 | 100,248 |
| DECEMBER | 102,715 | 103,560 | 100,000 |
| TOTALS | 1,740,483 | 1,181,029 | 1,181,527 |
| | | Current Budget | 1,183,000 |
| | | Projected Amt Over (Under) | (1,473) |



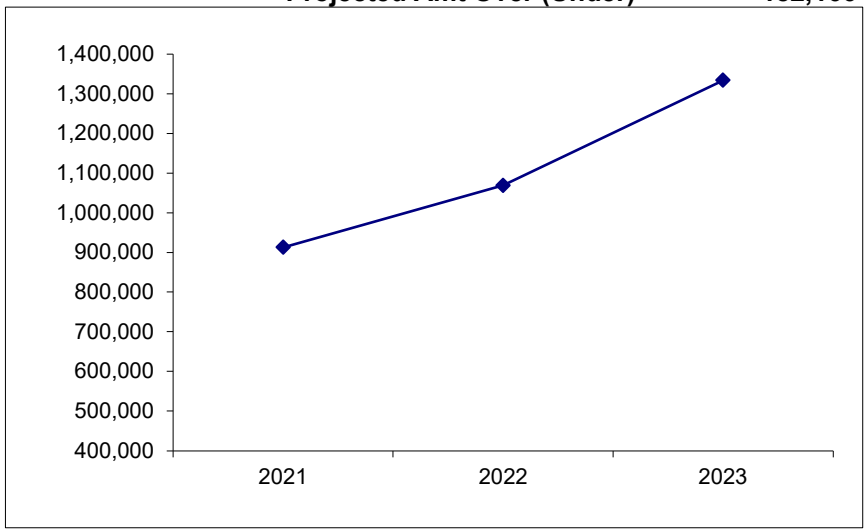
## LOCAL FOOD & BEVERAGE TAX

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 259,733 | 325,939 | 349,168 |
| FEBRUARY | 237,003 | 268,346 | 310,308 |
| MARCH | 251,710 | 254,687 | 314,152 |
| APRIL | 316,741 | 328,645 | 344,283 |
| MAY | 302,025 | 320,770 | 356,811 |
| JUNE | 314,701 | 345,385 | 348,084 |
| JULY | 295,357 | 338,253 | 362,797 |
| AUGUST | 307,177 | 344,233 | 361,840 |
| SEPTEMBER | 345,458 | 318,028 | 356,626 |
| OCTOBER | 112,289 | 326,439 | 336,711 |
| NOVEMBER | 460,845 | 323,232 | 507,897 |
| DECEMBER | 299,194 | 333,647 | 329,742 |
| **TOTALS** | **3,502,233** | **3,827,604** | **4,278,420** |
| | | **Current Budget** | **3,997,000** |
| | | **Projected Amt Over (Under)** | **281,420** |



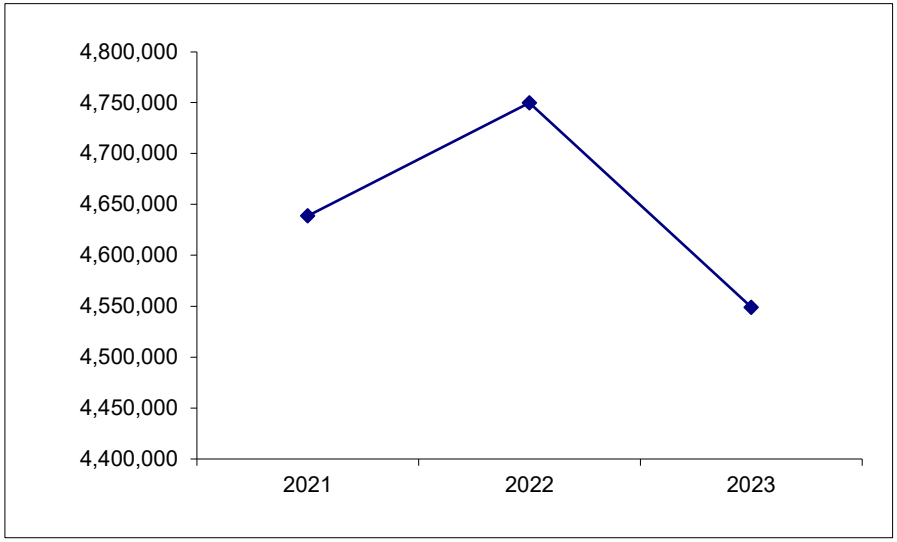

## LOCAL HOTEL & MOTEL TAX

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 45,696 | 62,215 | 71,531 |
| FEBRUARY | 38,938 | 70,247 | 89,816 |
| MARCH | 46,068 | 65,323 | 74,851 |
| APRIL | 61,645 | 76,916 | 111,415 |
| MAY | 64,188 | 76,544 | 78,123 |
| JUNE | 80,612 | 95,446 | 114,607 |
| JULY | 82,463 | 104,261 | 112,386 |
| AUGUST | 96,057 | 91,208 | 124,206 |
| SEPTEMBER | 132,160 | 114,943 | 159,762 |
| OCTOBER | 39,548 | 101,643 | 142,033 |
| NOVEMBER | 147,855 | 120,882 | 167,202 |
| DECEMBER | 78,023 | 89,647 | 88,233 |
| **TOTALS** | **913,254** | **1,069,274** | **1,334,166** |
| | | **Current Budget** | **1,152,000** |
| | | **Projected Amt Over (Under)** | **182,166** |



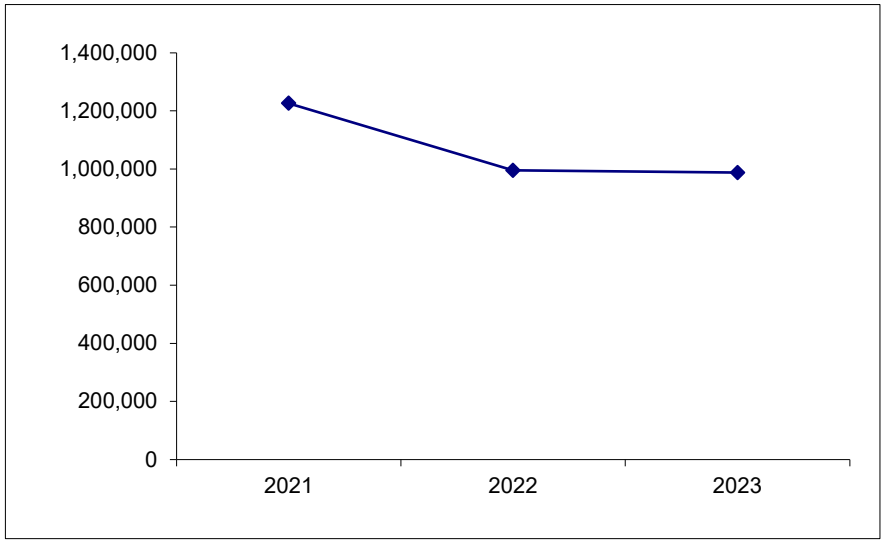
## LOCAL UTILITY TAX (GAS & ELECTRIC)

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 387,338 | 451,232 | 494,772 |
| FEBRUARY | - | - | 511,814 |
| MARCH | 964,355 | 1,170,976 | 459,507 |
| APRIL | 406,775 | 453,756 | 411,867 |
| MAY | 369,203 | 376,488 | 357,677 |
| JUNE | 348,848 | 327,903 | 307,264 |
| JULY | 338,442 | 311,731 | 273,044 |
| AUGUST | 338,344 | 323,917 | 277,163 |
| SEPTEMBER | 375,057 | 323,685 | 319,748 |
| OCTOBER | 372,509 | 316,968 | 310,248 |
| NOVEMBER | 324,568 | 318,048 | 363,289 |
| DECEMBER | 413,270 | 375,073 | 462,573 |
| **TOTALS** | **4,638,709** | **4,749,776** | **4,548,966** |
| | | **Current Budget** | **5,337,000** |
| | | **Projected Amt Over (Under)** | **(788,034)** |



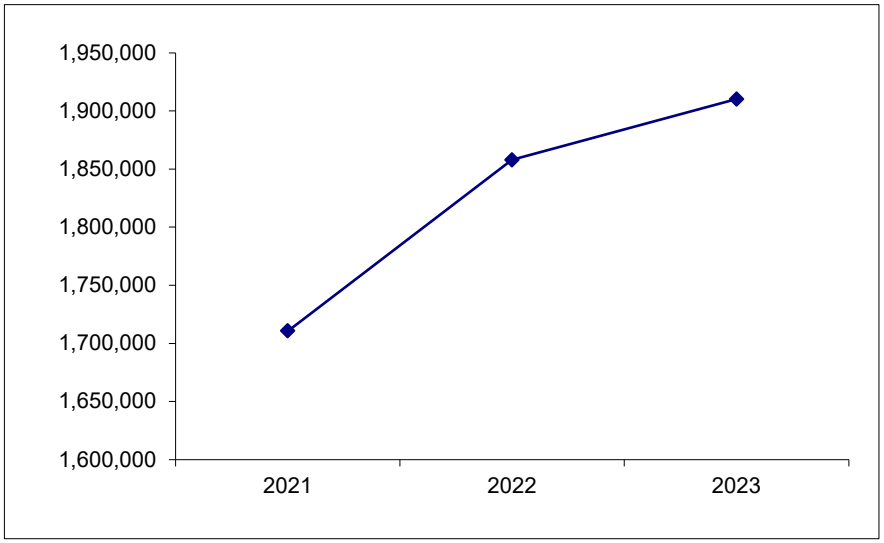

## LOCAL CABLE TV TAX

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 115,677 | 13,687 | 11,674 |
| FEBRUARY | 248,600 | 235,066 | 228,468 |
| MARCH | - | - | - |
| APRIL | 14,722 | 12,982 | - |
| MAY | 238,382 | 245,500 | 241,582 |
| JUNE | - | - | - |
| JULY | - | - | 10,736 |
| AUGUST | 252,130 | 254,979 | 224,680 |
| SEPTEMBER | - | - | - |
| OCTOBER | - | - | 10,312 |
| NOVEMBER | 254,330 | 233,712 | 260,726 |
| DECEMBER | 102,715 | - | - |
| **TOTALS** | **1,226,555** | **995,925** | **988,178** |
| | | **Current Budget** | **1,034,000** |
| | | **Projected Amt Over (Under)** | **(45,822)** |



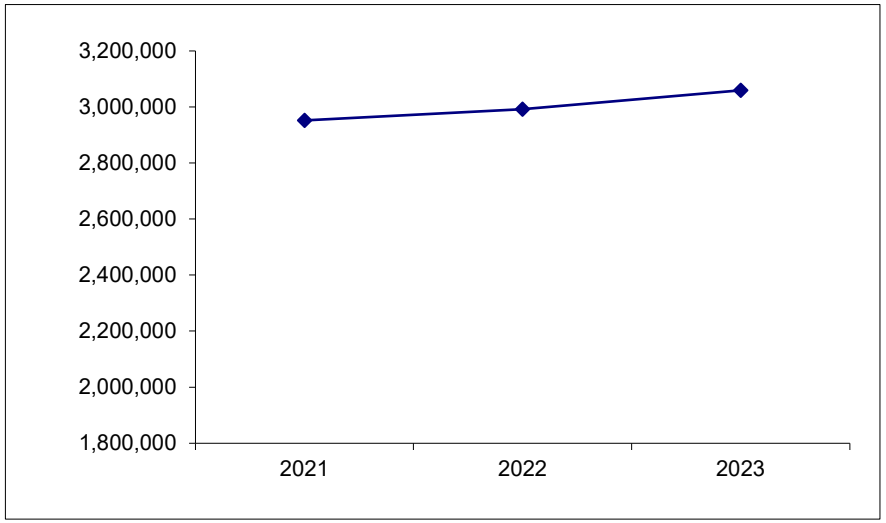
## LOCAL MOTOR FUEL TAX

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 137,973 | 155,334 | 154,093 |
| FEBRUARY | 116,174 | 146,251 | 142,970 |
| MARCH | 137,669 | 125,153 | 138,333 |
| APRIL | 141,621 | 142,456 | 150,252 |
| MAY | 143,395 | 147,235 | 147,736 |
| JUNE | 146,898 | 162,643 | 163,482 |
| JULY | 145,659 | 164,199 | 168,250 |
| AUGUST | 150,514 | 166,136 | 151,650 |
| SEPTEMBER | 151,331 | 173,019 | 154,583 |
| OCTOBER | 52,940 | 162,198 | 148,377 |
| NOVEMBER | 239,007 | 162,085 | 241,397 |
| DECEMBER | 147,717 | 151,229 | 149,194 |
| **TOTALS** | **1,710,898** | **1,857,939** | **1,910,319** |
| | | **Current Budget** | **1,840,000** |
| | | **Projected Amt Over (Under)** | **70,319** |



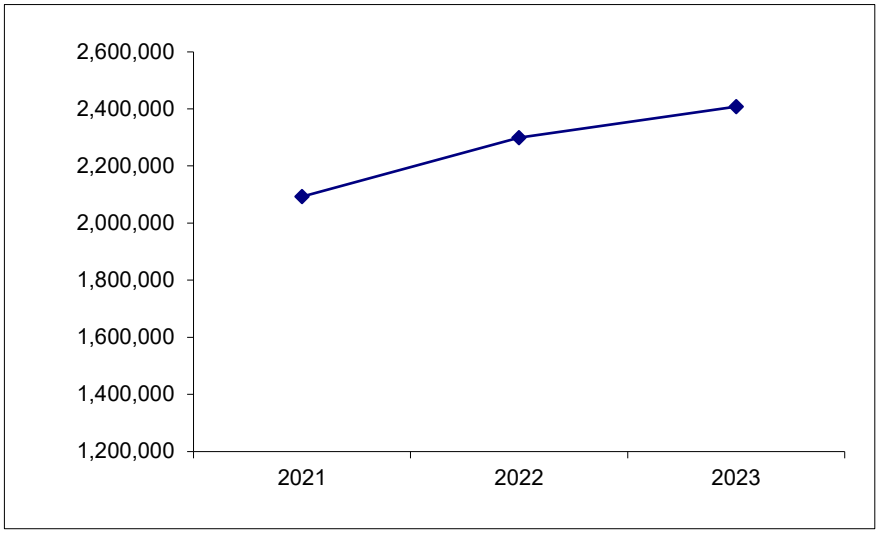

## STATE MOTOR FUEL TAX

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 252,696 | 283,072 | 275,250 |
| FEBRUARY | 220,266 | 258,944 | 220,663 |
| MARCH | 208,011 | 178,756 | 225,950 |
| APRIL | 215,526 | 253,405 | 219,333 |
| MAY | 250,786 | 255,437 | 250,551 |
| JUNE | 248,729 | 256,227 | 254,697 |
| JULY | 255,517 | 265,264 | 264,536 |
| AUGUST | 253,309 | 259,754 | 251,674 |
| SEPTEMBER | 274,663 | 249,395 | 262,001 |
| OCTOBER | 263,188 | 252,007 | 277,605 |
| NOVEMBER | 242,427 | 239,391 | 276,348 |
| DECEMBER | 267,134 | 240,655 | 280,491 |
| **TOTALS** | **2,952,253** | **2,992,307** | **3,059,098** |
| | | **Current Budget** | **3,194,000** |
| | | **Projected Amt Over (Under)** | **(134,902)** |



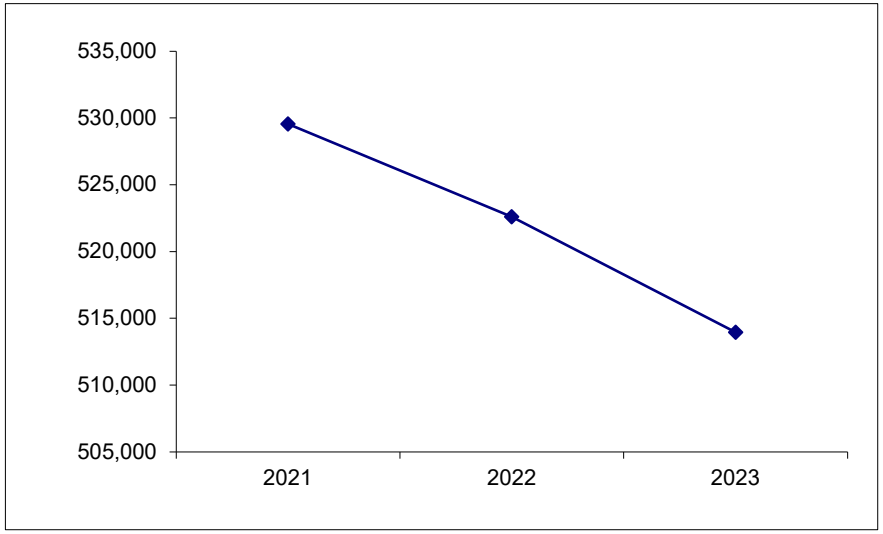
## STATE VIDEO GAMING TAX

| MONTH | 2021 | 2022 | 2023 |
|---|---|---|---|
| JANUARY | 85,531 | 186,950 | 187,712 |
| FEBRUARY | - | 194,055 | 194,632 |
| MARCH | 85,407 | 165,854 | 192,027 |
| APRIL | 176,056 | 170,074 | 196,183 |
| MAY | 257,275 | 230,570 | 233,599 |
| JUNE | 244,343 | 217,794 | 208,034 |
| JULY | 223,954 | 197,376 | 214,828 |
| AUGUST | 208,113 | 183,024 | 191,592 |
| SEPTEMBER | 217,309 | 190,168 | 196,948 |
| OCTOBER | 203,717 | 182,080 | 188,283 |
| NOVEMBER | 196,248 | 191,184 | 202,000 |
| DECEMBER | 194,733 | 189,255 | 202,000 |
| **TOTALS** | **2,092,686** | **2,298,383** | **2,407,839** |
| | | **Current Budget** | **2,386,000** |
| | | **Projected Amt Over (Under)** | **21,839** |




## LOCAL LIQUOR LICENSE FEE

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



**DATE:** 11/20/2023

**MEMO:**

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

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

**SUBJECT:**
2023 Notification of Proposed Tax Levy for property taxes to be billed and collected by the Macon County Treasurer in calendar year 2024.

**SUMMARY RECOMMENDATION:**
The City of Decatur hereby proposes to the City Council the 2023 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar 2024.

**BACKGROUND:**
The City Manager presented the 2023 proposed tax levy at the 2024 budget session on November 15, 2023. The original proposal at that time was a 7% increase over the 2022 tax levy with an estimated increase in the equalized assessed valued (EAV) of 10.82% for Decatur Township.

Per the City Council's request, two additional proposals were requested for a 3% increase and a 5% increase over the 2022 tax levy and are provided as an attachment.

Per state statute, the Council is required to adopt a resolution of Notification of Proposed Tax Levy at least 20 days prior to adoption of the tax levy at the December 20, 2023 council meeting, to provide notice of the 2023 proposed tax levy increase. The Council is not bound by this resolution but rather it is notice of the intention to adopt the levy set forth in the resolution.

On December 9, 2023, the city will publish notification in the Decatur Herald & Review newspaper of a public hearing in the matter of the annual tax levy ordinance to be held at the council meeting of December 20, 2023.

The Tax Levy will be presented to the City of Decatur City Council for approval at the December 20, 2023 meeting.

**POTENTIAL OBJECTIONS:** None anticipated

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Ruby F. James, CFO and City Treasurer

**BUDGET/TIME IMPLICATIONS:** The 2023 tax levy is a vital source of income to the City's 2024 budget and is used to support Fire Pension, Police Pension, Library Budget, the Municipal Band Budget and GO bonds.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy 5% Increase | Resolution Letter |
| 2023 Proposed Property Tax Levy Summary Options | Backup Material |

**RESOLUTION NO. R2023 –**

**RESOLUTION ESTIMATING AMOUNTS NECESSARY TO BE RAISED BY THE 2023 TAX LEVY – 5% INCREASE**

---

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

SECTION 1. That the attached Exhibit A are the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2023 Assessed Value with property tax billed to property owners in 2024 and payable in 2024.

SECTION 2. That the City Council was informed by the City Manager at the Council Meeting on November 20, 2023 of the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2023 Assessed Value with property tax billed to property owners in 2024 and payable in 2024.

SECTION 3. That notice of a public hearing to be held at the City Council meeting of December 18, 2023 in the city council chamber of the Decatur Civic Center will be published in the public media on December 9, 2023, and that the Tax Levy will be presented to the City of Decatur City Council for approval at the December 18, 2023 meeting of the City Council.

PRESENTED AND ADOPTED this 20th day of November 2023.

_____

Julie Moore Wolfe, Mayor

Attest:

_____

Kimberly Althoff, City Clerk

# Exhibit A

## City of Decatur, Illinois
## Notification of Proposed Tax Levy

The City of Decatur hereby proposes to the City Council the 2023 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar 2024.

| | 2023 Proposed Levy | 2022 Levy Extension | $ Change | % Change |
|---|---|---|---|---|
| | | | | |
| Corporate Purpose | - | 74.20 | (74.20) | - |
| Police Pension | 6,066,260.00 | 5,530,057.11 | 536,202.89 | 9.7% |
| Firefighter Pension | 6,276,169.00 | 6,100,013.88 | 176,155.12 | 2.9% |
| Public Library | 3,072,539.38 | 2,972,539.38 | 100,000.00 | 3.4% |
| Municipal Band | 70,000.00 | 66,725.26 | 3,274.74 | 4.9% |
| | | | | |
| Total General Levy | 15,484,968.38 | 14,669,409.83 | 815,558.55 | 5.6% |
| | | | | |
| GO Debt Service | 16,040,328.02 | 16,764,293.02 | (723,965.00) | (4.3)% |
| Less: GO Abatement | 15,435,790.02 | 16,110,365.02 | (674,575.00) | (4.2)% |
| Extension adjustment | - | - | - | - |
| | | | | |
| Total Debt Levy | 604,538.00 | 653,928.00 | (49,390.00) | (0.8%) |
| | | | | |
| Tax Levy Proposed | 16,089,506.38 | 15,323,337.83 | 766,169.55 | 5.0% |

A Public Hearing will take place at the City Council meeting on December 18, 2023.

The Tax Levy will be presented to the City of Decatur City Council for approval at the December 18, 2023 meeting of the City Council.

.

Office of the City Treasurer
City of Decatur, Illinois
November 20, 2023

**City of Decatur, Illinois**
**2023 Proposed Property Tax Levy**
**Tax Levy Options Summary**
**For City Council Consideration**

9/26/2023 st
10/11/2023 rj

| Option Descriptions | Current 2022 Levy | 2023 Proposed 3% Increase Option | 2023 Proposed 5% Increase Option | 2023 Proposed 7% Original Option |
|---|---|---|---|---|
| | 2023 Proposed Tax Levy Options | | | |
| Assumptions | | | | |
| EAV Increase Assumption | 7.05% | 10.82% | 10.82% | 10.82% |
| City Tax Rate Assumption | 1.6190200 | 0.0150478 | 0.0153400 | 0.0156322 |
| EAV $ Assumption | $ 946,457,554 | $ 1,048,857,079 | $ 1,048,857,079 | $ 1,048,857,079 |
| Decatur's Tax Levy Payment Obligations | | | | |
| General Obligation Bond Debt | $ 654,002 | $ 298,070 | $ 604,538 | $ 911,003 |
| Police Pension | $ 5,530,057 | $ 6,066,260 | $ 6,066,260 | $ 6,066,260 |
| Firefighter Pension | $ 6,100,014 | $ 6,276,169 note 1 | $ 6,276,169 note 1 | $ 6,276,169 note 1 |
| Library | $ 2,972,539 | $ 3,072,539 note 2 | $ 3,072,539 note 2 | $ 3,072,539 note 2 |
| Municipal Band | $ 66,725 | $ 70,000 | $ 70,000 | $ 70,000 |
| Total | | | | |
| **Tax Levy Amount** | **$ 15,323,337** | **$ 15,783,038** | **$ 16,089,506** | **$ 16,395,971** |
| Levy Increase Amount from Current | | $ 459,701 | $ 766,169 | $ 1,072,634 |
| Levy Increase Percentage from Current | | 3.00% | 5.00% | 7.00% |

Notes:
1. Pension amounts are reduced by the projected PILOT revenue amount. Police and Fire Pensions are projected at the actuarial contribution level based upon the January 1,2023 Actuarial Valuation Report dated August 17, 2023.
2. Library fund includes $100,000 for salary and benefit increases.
3. 2022 increase in the tax levy was 2.5% for the City of Decatur.
4. Average increase for median household of a $114,000 home with a 10.82% increase in the tax levy will be less than $100

**Assessed Valuation Projection Methodology**

| | | | | |
|---|---|---|---|---|
| **Overall EAV baseline 2022** | | **$** | **946,457,554** | **2021 EAV** $884,161,072 |
| | | | | **2022 growth** 7.05% |
| **Projected** | | | | **% Growth** |
| | County EAV as of Oct. 10 | $ | 1,064,829,522 | 12.51% |
| **Possible Reductions:** | Board of Appeals | $ | (5,324,148) | -0.50% |
| | State Adjustment | $ | (10,648,295) | -1.00% |
| **Estimated 2023 EAV** | | **$** | **1,048,857,079** | **10.82%** |

**Projected Total EAV includes:**
1. Actual County Assessment Value used as of October 10, 2023.
2. Total EAV contains annexations and construction adjustments.
3. 2023 is a quadrennial assessment year providing a trueup of property values to market prices.
4. EAV adjustment from initial filing with the state to final EAV varies from -1.5% to +1.2% overall.

**DATE:** 11/20/2023

**MEMO:**

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

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

**SUBJECT:** 2023 Notification of Proposed Tax Levy to be billed and collected by the Macon County Treasured in calendar year 2024

**SUMMARY RECOMMENDATION:**
The City of Decatur hereby proposes to the City Council the 2023 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar 2024.

**POTENTIAL OBJECTIONS:** None

**STAFF REFERENCE:** Ruby James, CFO and City Treasurer

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy 3% Increase | Resolution Letter |

**RESOLUTION NO. R2023 –**

**RESOLUTION ESTIMATING AMOUNTS NECESSARY TO BE RAISED BY THE 2023 TAX LEVY – 3% INCREASE**

---

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

SECTION 1. That the attached Exhibit A are the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2023 Assessed Value with property tax billed to property owners in 2024 and payable in 2024.

SECTION 2. That the City Council was informed by the City Manager at the Council Meeting on November 20, 2023 of the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2023 Assessed Value with property tax billed to property owners in 2024 and payable in 2024.

SECTION 3. That notice of a public hearing to be held at the City Council meeting of December 18, 2023 in the city council chamber of the Decatur Civic Center will be published in the public media on December 9, 2023, and that the Tax Levy will be presented to the City of Decatur City Council for approval at the December 18, 2023 meeting of the City Council.

PRESENTED AND ADOPTED this 20th day of November 2023.

_____

Julie Moore Wolfe, Mayor

Attest:

_____

Kimberly Althoff, City Clerk

# Exhibit A

## City of Decatur, Illinois
## Notification of Proposed Tax Levy

The City of Decatur hereby proposes to the City Council the 2023 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar 2024.

| | 2023 Proposed Levy | 2022 Levy Extension | $ Change | % Change |
|---|---|---|---|---|
| | | | | |
| Corporate Purpose | - | 74.20 | (74.20) | - |
| Police Pension | 6,066,260.00 | 5,530,057.11 | 536,202.89 | 9.7% |
| Firefighter Pension | 6,276,169.00 | 6,100,013.88 | 176,155.12 | 2.9% |
| Public Library | 3,072,539.38 | 2,972,539.38 | 100,000.00 | 3.4% |
| Municipal Band | 70,000.00 | 66,725.26 | 3,274.74 | 4.9% |
| | | | | |
| Total General Levy | 15,484,968.38 | 14,669,409.83 | 815,558.55 | 5.6% |
| | | | | |
| GO Debt Service | 16,040,328.02 | 16,764,293.02 | (723,965.00) | (4.3)% |
| Less: GO Abatement | 15,742,258.02 | 16,110,365.02 | (368,107.00) | (2.3)% |
| Extension adjustment | - | - | - | - |
| | | | | |
| Total Debt Levy | 298,070.00 | 653,928.00 | (355,858.00) | (54.4%) |
| | | | | |
| Tax Levy Proposed | 15,783,038.38 | 15,323,337.83 | 459,701.55 | 3.0% |

A Public Hearing will take place at the City Council meeting on December 18, 2023.

The Tax Levy will be presented to the City of Decatur City Council for approval at the December 18, 2023 meeting of the City Council.

.

Office of the City Treasurer
City of Decatur, Illinois
November 20, 2023

Legal Department

**DATE:** 11/16/2023

**MEMO:**

**TO:** Mayor Julie Moore Wolfe
City Council Members

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Ordinance Amending City Code Chapter 52 Alcoholic Liquor

**SUMMARY RECOMMENDATION:** See attached memo.

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Memo | Cover Memo |
| Ordinance Amending City Code Chapter 52 Alcoholic Liquor | Ordinance |

November 15, 2023

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Proposed Revisions to Chapter 52 of the City Code

In January of this year, the City Council enacted a 6-month moratorium on the issuance of new video gaming licenses in the city while it studied and evaluated whether and how it could amend Chapter 52 to slow or end the growth in the number of video gaming machines available in the city, and cap or reduce the number of business establishments over time that offered video gaming to their customers. In July, the City Council extended the moratorium through December 31 of this year.

During the moratoriums, the city conducted an online survey on the topic of video gaming; an internal committee made recommendations for amending existing ordinances to advance the council's policy objectives; the council conducted two public meetings on various aspects of video gaming rules as they pertain to licensed liquor establishments; and the city publicly posted different proposals and versions of draft Chapter 52 amendments to encourage substantive feedback from citizens and local business owners. The result is the proposed ordinance submitted with this memo.

Like the community at-large, the members of the City Council are not of one mind on this topic. For this reason, I discussed different policy options with you individually, in an effort to find out how at least a majority of the City Council wanted to proceed on the several proposed Chapter 52 amendments. The proposed ordinance makes both substantive and non-substantive revisions. The substantive revisions in this latest version of Chapter 52 (attached) are:

1. In order to prevent entities or individuals from forming "clubs" for the express purpose of offering video gaming, language has been added to Class "C" requirements to further limit what constitutes a "club" (Section 4).

2. In order to prevent entities from requesting restaurant licenses (Class "G" and Class "I") just so they can add video gaming at convenience stores and other businesses that do not fit the traditional definition of a restaurant, even though they sell some food products, the definition of a restaurant has been strengthened (section 4).

3. The proposed ordinance now prohibits video gaming in theaters (Class "K"). The draft ordinance prohibits video gaming in **ALL** liquor license categories **EXCEPT** classes A, C, G, I, O and P (Section 4).

4. Any liquor license holder who also wishes to offer video gaming must, from and after July 1, 2024, obtain a "V" license in addition to their regular liquor license. These new "V" licenses will only cost $100, but the total number of "V" licenses will be capped at the number lawfully existing at the time the council adopts these proposed revisions (Sections 4 and 7).

5. An existing liquor license holder must be in business for at least one year before requesting a "V" license to host video gaming. Any establishment holding a "V" license must obtain at least forty percent (40%) of their total business revenues from non-gaming sources. This threshold requirement will not apply to clubs (Class "C") or to parlors (Class "P"). This threshold requirement does not replace, and is in addition to, the requirement that Class "G" and Class "I" restaurants must demonstrate that 50% or more of their revenues come from retail food and beverage sales other than alcohol (Section 4).

6. Construction of new exterior wall retail sales windows from which alcoholic beverages are directly sold and dispensed to motorists are prohibited prospectively (Section 5).

7. The license fee for parlors (Class "P") is increased to ten thousand dollars ($10,000) per year in recognition that the greatest number of gambling transactions occurs in parlors, which can contribute to problems of gambling addition, and because many parlors offer free food and drinks to attract customers to gaming machines causing the city to receive less in sales and food/beverage taxes (Section 7).

8. Although the provisions of the amended ordinance would go into effect immediately upon passage, new fees and new revenue threshold requirements will not become effective until July 1, 2024 (Section 7). To give license holders additional time to comply with the new threshold rules, the city could also postpone auditing until January 1, 2025.

9. In addition to non-profit entities, for-profit caterers with a liquor license and a caterer's license will be allowed to sell food and alcoholic beverages at off-site locations like event venues (Section 8).

10. New language to enforce and clarify the ordinance's category caps has been added to Sections 10 and 11.

11. Liquor establishments with video gaming (excluding parlors) cannot remain open solely for the purpose of hosting video gaming; they must offer all services envisioned by their liquor license when they are open (Section 17).

The City Council also discussed this item on October 16, at which time a majority of the council seemed to favor allowing Class "A" license holders who are currently deriving more than 60% of total business revenues from video gaming to choose to convert their licenses to parlor class, or

retain their "A" licenses and come into compliance with new regulations by the middle of next year. The four (4) establishments impacted were each contacted by the city's Legal Department, and only one of them wishes to convert their license to Class "P" at this time (they understand they cannot change their minds later). In accordance with the city attorney's recommendations, and assuming the City Council is satisfied with this complex compromise, it should adopt the amended ordinance and then separately adopt a resolution concerning the caps and license reassignment.

I do not believe it is the City Council's intention to never again allow the issuance of new video gaming licenses (although it is your intention to allow no additional parlors). The proposed ordinance requires that eligible liquor establishments be in business for at least a year before adding video gaming, and the city will want to be assured that when it allows video gaming in the future it is permitted at establishments that will retain a healthy mix of revenue streams and not gradually become a parlor in disguise. If the proposed ordinance is approved, it is recommended that the City Council (some time next year) consider adopting criteria for granting future video gaming licenses so that these decisions are made as consistently as possible.

**ORDINANCE NO. _____**

**ORDINANCE AMENDING CITY CODE**
**- CHAPTER 52 –**
**- ALCOHOLIC LIQUOR –**

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4, 5, 7, 8, 9, 10, 11, 15, 17, 20, and 36 so that Sections 4, 5, 7, 8, 9, 10, 11, 15, 17, 20, and 36 as so modified and amended, shall provide as follows:

…4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:…

> **Class B**, under which alcoholic liquors may be sold only in packages for consumption off the licensed premises, which said Class B license shall not be issued for any premises located within One Thousand (1,000) feet of any church, school, park or subsidized disabled adult and elderly multi-story housing facility, unless the sale of alcoholic liquors is not the principal business carried on at any such location by such licensee, nor shall such Class B license be issued for any premises situated in any Residence, Office or Park Mobile Home District established by the Zoning Ordinance. The prohibition regarding distance from churches, schools, parks, or subsidized disabled adult and elderly multi-story housing facilities shall not apply to premises licensed on October 4, 2004, and continuously so licensed since that date. The restriction of off-premise sales shall not apply to sampling or test marketing. Video gaming shall be prohibited in establishments that possess a Class B license.
>
> **Class BYOB**, under which a business premises that is not licensed to sell alcohol is authorized to allow for the consumption of beer and wine brought onto the premises by a patron over the age of twenty-one (21) for on-site consumption on the premises of a restaurant, which does not otherwise possess a City of Decatur liquor license. BYOB shall only be permitted in conjunction with the purchase and consumption of a meal, is limited to the licensed premises, and is limited to no more than one (1) seven hundred fifty (750) milliliter bottle of wine or thirty-six (36) ounces of beer. The establishment may provide glassware and ice to patrons, and may uncork, pour, serve or otherwise control the consumption of the beer or wine. A certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service shall be provided upon application. Video gaming shall be prohibited in establishments that possess a Class BYOB license.

**Class C**, under which only a club shall be licensed and alcoholic liquor may be sold for consumption on or off the licensed premises only to members of such club and invited guests of said members personally being attended by a member, which said Class C license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless the licensed premises are a club house connected with a private golf course. Such club must be a fraternal and/or non-profit entity verified through the Internal Revenue Service and in continuous existence and operation for at least five (5) years prior to application for a Class C license, and such club will own the property where the club is located.

**Class D,** under which the licensed premises may only be a hotel having not less than 50 rooms used for the sleeping accommodations of guests, or a motel having the same accommodations as a hotel, which said Class D license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. A Class D license shall authorize the sale of alcoholic liquor to be sold for consumption on the licensed premises only between the hours of 10:00 A.M. and 11:00 P.M. Video gaming shall be prohibited in establishments that possess a Class D license.

**Class E,** under which the licensee may only be the State or a department, agency, or instrumentality thereof, or a unit of local government, and alcoholic liquor may be sold only for consumption on the licensed premises, or on other premises owned by a licensed unit of local government if at a specific, non-continuous event such as a wedding reception, private party or charity benefit, or a sport/athletic tournament not to exceed a three day consecutive period; or to a licensed food service company contracted for a period of five years or more with an institution of higher learning accredited through the Higher Learning Commission of NCA (a commission of the North Central Association of Colleges and Schools) for use at said accredited institution and only for purposes related to theatre and cultural or sports/athletic events of the accredited institution of higher learning; wherever or however said licensed or other premises are situated or however classified for zoning purposes within the City. Video gaming shall be prohibited in establishments that possess a Class E license.

**Class F**, under which the licensee may only be the State or a department, agency or instrumentality thereof, a unit of local government or tenant thereof, or a not-for-profit charitable foundation having as one of its purposes the conduct and promotion of at least one outdoor sport such as baseball, football, rugby, soccer, golf, or the like, or the conduct and promotion of outdoor dining or spectator sports or events such as horse racing, fairs, expositions or shows, and which operates an outdoor facility appropriate to said dining, sport or event whereat alcoholic beverages are sold for consumption on the premises, and which is situated in a zoning district other than the Residence, Office, Park Mobile Home or Neighborhood Shopping District unless the licensee is a unit of local government or a tenant thereof, or unless the licensed premises are a clubhouse or

restaurant connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class F license.

**Class G**, under which the licensed premises may only be a restaurant in which the licensee has invested therein after May 10, 1985 not less than $250,000.00 (which may include the capitalized value of the first five years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using general recognized accounting practices, which said Class G license shall not be issued for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. A Class G Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class G Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended.

**Class H,** under which alcoholic liquor may be sold only for consumption on the licensed premises, and also under which the licensed premises may only be a hotel having not fewer than three (3) nor more than ten (10) rooms used for sleeping accommodation of guests, and kitchen and dining room facilities for serving meals to guests and the public. A Class H license shall be personal to the licensee and exclusively limited to the premises, and such license may be transferred to another applicant for such license only after the Local Liquor Control Commissioner finds that such new licensee will operate an establishment of like kind and character as that which was previously licensed, which said Class H license shall not be used for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a private club and / or banquet facility establishment as an approved

Historic Neighborhood Use. Video gaming shall be prohibited in establishments that possess a Class H license.

**Class I,** under which the licensed premises may only be a restaurant at which alcoholic liquor may be sold by the drink or pitcher only, for consumption on the premises and only at tables and incidental to the service of meals. A Class I licensee shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased, which said Class I license shall not be issued for any premises situated in any Residence, Office or Park Mobile Home or Neighborhood Shopping District as established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course or a restaurant establishment as an approved Historic Neighborhood Use. A Class I Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class I Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended

**Class J**, under which alcoholic liquor may be sold only in packages for consumption off the licensed premises, and under which the licensed premises may only be a retail establishment which derives more than 50% of its gross income from the sale of goods other than alcoholic liquors and in which the licensee has invested, after January 1, 1991, not less than $1,000,000 (which may include the capitalized value of the first ten years only of a leasehold interest), and, which establishment employs a minimum of 50 full-time employees, or the equivalent thereof, at the licensed premises, which said Class J license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless

the licensed premises are a club house connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class J license.

**Class K**, under which the licensed premises may only be a theater in which the licensee has invested therein after January 1, 2004 not less than Two Hundred Fifty Thousand Dollars ($250,000.00) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices and said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class K license shall authorize alcoholic liquor for consumption on the premises incidental to the viewing of motion pictures or live theatrical or stage performances and similar entertainment and exhibition presentations in a building built as a theater and shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased by patrons of the theater. A Class K license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Video gaming shall be prohibited in establishments that possess a Class K license.

**Class L**, under which the licensed premises may only be a retail store of not more than 2,500 square feet and in which the licensee has invested therein not less than Fifty Thousand Dollars ($50,000.00) (which may include the capitalized value of the first five (5) years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices, which said Class L license shall not be issued for any premises located within two hundred (200) feet of any church, school, or subsidized disabled adult and elderly multi-story housing facility. Said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class L license shall authorize the sale of alcoholic liquor to be sold for consumption on or off of the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. No video gaming, drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class L license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. The sale of alcoholic liquor shall only be incidental to the sale of non-alcoholic goods and 60% or more of the gross revenue of the business must be from the sale of non-alcoholic goods. Issuance of this Class shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class L license.

**Class M**, under which the licensed premises may be a retail store of not less than Ten Thousand (10,000) square feet and in which the licensee has invested therein not less than One Million Dollars ($1,000,000.00), which investment may include the capitalized value of the first ten (10) years only of a leasehold interest as reasonably determined by the Finance Director of the City of Decatur using generally recognized accounting practices. Said licensed premises

may only be located in a B-2 Commercial District, Planned Development or B-3 Planned Shopping Center District. A Class M license shall authorize liquor to be sold in packages between the hours of 9:00 A.M. and 10:00 P.M. for consumption off of the licensed premises. No drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class M license shall be personal to the licensee and exclusively limited to the premises. Issuance of Class M licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class M license.

**Class N**, under which alcoholic liquor may be sold to the general public for consumption on the licensed premises only during scheduled public performances or events. Class N licenses shall be valid for up to fifteen (15) events per year, each event lasting no longer than three (3) consecutive days. A Class N license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class N license….

…**Class V**, under which a licensed premises is authorized to pour and serve alcoholic liquor for on-premises consumption, where video gaming is not expressly prohibited by this Chapter, and where the licensed premises requests to operate video gaming terminals inside the licensed premises. Class V liquor licenses shall be issued in addition to the Class of license which authorizes the premises to sell alcoholic liquor and shall run concurrent with said license. Class V licenses shall not be issued for Class B, Class D, Class E, Class F, Class H, Class J, Class K, Class L, Class M, Class N and Class P liquor licenses. Except for Class C licenses, beginning July 1, 2024, each Class V licensee shall not have greater than sixty (60) percent of gross revenue annually from video gaming. The requirements for non-gaming revenue shall go into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. Class P liquor licenses shall not be required to hold a Class V license to operate as a gaming parlor and they shall not be required to meet a minimum threshold of non-gaming revenue. All establishments applying for Class V licenses must be in operation for at least one (1) year prior to the application to be eligible for a Class V license. If the holder of a premises licensed to sell alcoholic liquor is suspended or revoked, the Class V license shall be automatically suspended or revoked for the same time period and upon the same terms. The number of Class V licenses will be limited to the aggregate number of liquor establishments having valid licenses for video gaming in existing Class A, Class C, Class G, Class I and Class O establishments as of the date this Section of Chapter 52 is adopted.

If on April 24, 1978, premises were licensed under the then provisions of this Chapter, even though issuance of a Class A or Class C license would otherwise now be prohibited in the Zoning district into which said premises are classified, then said premises, so long as the same use thereof is continued, shall be exempt from said prohibition.

Except for Class P license holders, video gaming is only allowed during hours at which the licensed business is open to the public and is providing all goods and/or services other than video gaming that would normally be available at the business.

5. **APPLICATION.** Application shall be made as required by this Code and shall be delivered by the City Clerk to the Local Liquor Control Commissioner for action. The application shall show the name, age and address of an individual applicant, and of the persons entitled to participate in the profits, if a partnership applicant, and the objects, the names and addresses of the officers and directors, if a corporate applicant, and whether or not one person owns a controlling interest in such corporation, and if so, the name and address of such person; the citizenship, place of birth, and place of naturalization, if foreign born, of an individual applicant; the location and description of the premises where such liquor will be sold and served or consumed; whether or not any previous similar license has been applied for, the place of application, and the disposition of such application, and if revoked the reasons therefor, and whether or not applicant has ever been convicted of a felony. No license will be issued for any person ineligible under Section 2 of the Article 6 of the Act above referred to. A manager or agent, including bartenders, must have the same qualifications as the person or firm to whom the license is issued. All applications shall be verified by the applicant or, if a corporation, by an authorized corporate officer thereof. All applications shall state if the location operates and/or utilizes a drive-up window for the sale of liquor. No establishment shall install new drive-up windows for the sale of liquor from and after September 1, 2023….

…7. **LICENSE FEE.** Beginning July 1, 2024, payment of an annual license fee of Two Thousand Two Hundred Dollars ($2,200.00) shall accompany each application for all classes of license except Class BYOB as to which the amount of said fee shall be Five Hundred Dollars ($500.00), and Class F as to which the amount of said fee shall be Seven Hundred Twenty-Five Dollars ($725.00); and except Class C and Class N as to which the amount of said fee shall be One Thousand Four Hundred Dollars ($1,400.00); and except Class P as to which the amount of said fee shall be Ten Thousand Dollars ($10,000.00), and except Class V as to which the amount of said fee shall be One Hundred Dollars ($100.00) in addition to the underlying annual license fee, said fee shall be prorated for the issuance of any license during a license period. Fee increases authorized by this 2023 amendment shall so into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. The payment of a fee for any license shall be credited toward the payment of a fee for any other license if the first license is surrendered prior to the issuance of the second license to the same licensee during the same license year. For all classes of license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after June 1st of any year for which an application for renewal is incomplete except for those in the year 2020 in which for all classes of license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after July 31st of 2020 for which an application for renewal is incomplete. Each initial application and each application for transfer, whether to another licensee or to other premises, shall also be accompanied by a processing fee of $100.00 in addition to the annual fee. Payment of an annual

fee in amount of $200.00 shall accompany the request for a caterer's permit. Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

| | |
|---|---|
| 1st permit / year | - $100.00 per day |
| 2nd permit / year | - $150.00 per day |
| 3rd permit / year | - $200.00 per day |
| 4th permit / year | - $250.00 per day |
| 5th permit / year | - $250.00 per day |
| 6th permit / year | - $250.00 per day |

In the event a license is not issued or found to be not responsive to an application, the payment of the annual fee accompanying the same shall be refunded, otherwise, there shall be no rebate or prorate of a fee once paid.

8. **TEMPORARY PERMIT/WINERY SPECIAL USE PERMIT**

A. TEMPORARY PERMIT. The Local Liquor Control Commissioner may issue a temporary permit for the sale of alcoholic liquors to be consumed only on the premises at a banquet, picnic, bazaar, fair or similar private or public assembly where food or drink is sold, served or dispensed. Such temporary permit shall be issued only to a club, society, fraternity, benevolent or civic organization not for pecuniary profit, or food caterers defined as a person or entity that serves alcoholic liquors for consumption incidental to the food services that serves prepared food items and the prepared meals and alcoholic liquors are sold at a packaged price pursuant to a contract, and shall be for a period of not more than three days. The maximum number of temporary permits issued to the same entity in one calendar year shall not exceed six (6), and not more than one temporary permit shall be granted to any one organization in any one period of thirty (30) days….

…9. **TRANSFER OF LICENSE.** The Local Liquor Control Commissioner may permit a licensee to transfer their license to other premises if the transfer is solely to change locations and not to transfer to another proposed license holder. If a new potential license holder seeks to obtain a license, it cannot occur via transfer, and instead must comply with the provisions of this Chapter and with applicable provisions of law, code, ordinance, rule or regulation for new license issuance, and with such reasonable conditions to preserve the general health, safety and welfare as said Commissioner shall attach thereto. Class P and Class V licenses are always non-transferrable. The Local Liquor Control Commissioner may permit a licensee to transfer a license to another if the transfer is for the same geographic location, it results in no change to the Class and category of the liquor license, and is in conjunction with the sale of the license holder's business and inventory. Furthermore, said Local Liquor Control Commissioner shall consider for either transfer: (1) the zoning classification of the licensed premises, (2) the character of the surrounding area, (3) the traffic and parking situation, including any off-street parking requirements of the licensed business, within a 300-foot radius, (4) any statements of interested persons, either oral or written, (5) the impact of such proposed license on the character of and the traffic and parking situation in the immediate neighborhood, and (6) the applicants' history of compliance with all laws, ordinances and building and property maintenance codes.

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 38 and the issuance of a maximum number of Class B licenses is limited to 53. Upon any Class A or Class B, Class P or Class V license becoming forfeited, voided, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L, Class M and Class N licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation.

11. **ISSUANCE OF AVAILABLE LICENSES.** As to classes of license for which a maximum authorized number has been established, but where the number of licenses does not automatically decrease, if it should occur that less than such number are issued, applications may be received for the issuance of the available license or licenses. If, after 30 days from the date such a license has become available, no qualified application has been received such license shall be issued responsive to the first qualified application received after such 30-day period. If during said 30-day period, more qualified applications are received than the number of licenses available, the Local Liquor Control Commissioner shall by lot select the application for which a license shall be issued. Applications made pursuant to the provisions of this section may be supported by agreements, undertakings or other reasonable evidence of an ability and willingness to satisfy physical and possessory requirements as to the premises proposed to be licensed, in lieu of evidence of ownership or possessory interest, building and fire code compliance and the like. Any person, firm, or corporation which has been successful in acquiring a liquor license by lot shall be prohibited from entering any subsequent lottery for a period of three years from the issuance of such license. If additional numbers of any class or classes of license are authorized by the Council for the purpose of issuing such licenses to owners of newly-annexed properties previously licensed by another jurisdiction, the provisions hereof shall not apply to such newly-authorized but unissued licenses….

…15. **TOILETS.** All licensed premises, regardless of class or category except for temporary and catering licensees, shall have sanitary toilets maintained in clean and sanitary condition….

…17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class D, L, and M between 2:00 A.M. and 6:00 A.M. on Mondays through Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year, and, as of July 1, 2022, no alcoholic liquor may be sold between 10:00 P.M. and 6:00 A.M. by means of a window, porthole, aperture or similar opening accessible to persons from outside of the premises. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class ~~H~~ D license before 10:00 A.M. or after 11:00 P.M. on any day. No person shall sell or deliver alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class L license

before 10:00 A.M. or after 10:00 P.M. on any day. No person shall sell or deliver alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class M license before 9:00 A.M. or after 10:00 P.M. on any day….

…20. **MORAL TURPITUDE.** No licensee shall permit any illegal, disorderly or immoral practices upon the premises….

…36. **LOCATION LIMITATIONS.** Except as otherwise provided in Sections 4 (B), (L), and (M) of this Chapter, no license shall be issued for the sale at retail of any alcoholic liquor within five hundred (500) feet of any church or school, other than an institution of higher learning; provided that, this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where the retail sale of alcoholic liquors is not the principal business carried on or licensed businesses located within the B-4 Central Business District….

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 20th day of November, 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2023.

_____
CITY CLERK

**ADDITIONS AND ~~DELETIONS~~**

# CHAPTER 52
# -ALCOHOLIC LIQUOR-

1. **WORDS AND PHRASES.** Words and phrases in this Chapter which are defined in the Liquor Control Act of 1934, as amended, shall have and be given the same meaning and definition as therein set out unless expressly otherwise provided herein.

2. **LOCAL LIQUOR CONTROL COMMISSIONER.** The Mayor, or his designee, shall be the Local Liquor Control Commissioner with such duties and powers as may be provided by law or ordinance. (Amended, Ordinance No. 2009-33, May 4, 2009)

3. **LICENSE REQUIRED.** No person, firm or corporation shall sell alcoholic liquor at retail without then having a currently in force local liquor license issued to such person or entity as provided herein for the premises whereon such sale takes place. Each license and the privileges there under shall expire and terminate on the 30th day of June next following the issue date thereof, except for the year 2020 in which each license and the privileges there under shall expire and terminate on the 31st day of August, 2020. (Amended, Ordinance No. 2020-93, May 26, 2020)

4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:

**Class A**, under which alcoholic liquor may be sold for consumption on or off the licensed premises, which said Class A license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance and shall not be issued to any retail establishment, commonly described as a convenience store, which typically offers such items including but not limited to groceries, tobacco, soft drinks, beer and wine, or snack foods, or any retail establishment, commonly described as a gas station, which typically offers automotive fuel or services, or similarly

operated businesses. Those license holders that are not currently in compliance with the limitations as of December 4, 2017 shall be allowed to sell alcoholic liquor for consumption off the licensed premises only. (Amended, Ordinance No. 2017-54, December 4, 2017)

**Class B**, under which alcoholic liquors may be sold only in packages for consumption off the licensed premises, which said Class B license shall not be issued for any premises located within One Thousand (1,000) feet of any church, school, park or subsidized disabled adult and elderly multi-story housing facility, unless the sale of alcoholic liquors is not the principal business carried on at any such location by such licensee, nor shall such Class B license be issued for any premises situated in any Residence, Office or Park Mobile Home District established by the Zoning Ordinance. The prohibition regarding distance from churches, schools, parks, or subsidized disabled adult and elderly multi-story housing facilities shall not apply to premises licensed on October 4, 2004, and continuously so licensed since that date. The restriction of off-premise sales shall not apply to sampling or test marketing. Video gaming shall be prohibited in establishments that possess a Class B license. (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 2001-67, September 4, 2001)
(Amended, Ordinance No. 97-47, June 2, 1997)

**Class BYOB**, under which a ~~licensed~~ business premises that is not licensed to sell alcohol is authorized to allow for the consumption of beer and wine brought onto the premises by a patron over the age of twenty-one (21) for on-site consumption on the premises of a restaurant, which does not otherwise possess a City of Decatur liquor license. BYOB shall only be permitted in conjunction with the purchase ~~of~~ and consumption of a meal, is limited to the licensed premises, and is limited to no more than one (1) seven hundred fifty (750) milliliter bottle of wine or thirty-six (36) ounces of beer. The establishment may provide glassware and ice to patrons, and may uncork, pour, serve or otherwise control the consumption of the beer or wine. A certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service shall be provided upon application. Video gaming shall be prohibited in establishments that possess a Class BYOB license.

**Class C**, under which only a club shall be licensed and alcoholic liquor may be sold for consumption on or off the licensed premises only to members of such club and invited guests of said members personally being attended by a member, which said Class C license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless the licensed premises are a club house connected with a private golf course. Such club must be a fraternal and/or non-profit entity verified through the Internal Revenue Service and in continuous existence and operation for at least five (5) years prior to application for a Class C license, and such club will own the property where the club is located.

**Class D,** under which the licensed premises may only be a hotel having not less than ~~100~~ 50 rooms used for the sleeping accommodations of guests, or a motel ~~having not less than 100 such rooms and~~ having the same accommodations as a hotel, which said Class D license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. A Class D license shall authorize the sale of alcoholic liquor to be sold for consumption on the licensed premises only

between the hours of 10:00 A.M. and 11:00 P.M. Video gaming shall be prohibited in establishments that possess a Class D license.

**Class E,** under which the licensee may only be the State or a department, agency, or instrumentality thereof, or a unit of local government, and alcoholic liquor may be sold only for consumption on the licensed premises, or on other premises owned by a licensed unit of local government if at a specific, non-continuous event such as a wedding reception, private party or charity benefit, or a sport/athletic tournament not to exceed a three day consecutive period; or to a licensed food service company contracted for a period of five years or more with an institution of higher learning accredited through the Higher Learning Commission of NCA (a commission of the North Central Association of Colleges and Schools) for use at said accredited institution and only for purposes related to theatre and cultural or sports/athletic events of the accredited institution of higher learning; wherever or however said licensed or other premises are situated or however classified for zoning purposes within the City. Video gaming shall be prohibited in establishments that possess a Class E license. (Amended, Ordinance No. 2005-100, November 7, 2005) (Amended, Ordinance No. 2002-40, May 20, 2002) (Amended, Ordinance No. 2001-55, July 16, 2001)

**Class F**, under which the licensee may only be the State or a department, agency or instrumentality thereof, a unit of local government or tenant thereof, or a not-for-profit charitable foundation having as one of its purposes the conduct and promotion of at least one outdoor sport such as baseball, football, rugby, soccer, golf, or the like, or the conduct and promotion of outdoor dining or spectator sports or events such as horse racing, fairs, expositions or shows, and which operates an outdoor facility appropriate to said dining, sport or event whereat alcoholic beverages are sold for consumption on the premises, and which is situated in a zoning district other than the Residence, Office, Park Mobile Home or Neighborhood Shopping District unless the licensee is a unit of local government or a tenant thereof, or unless the licensed premises are a clubhouse or restaurant connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class F license. (Amended, Ordinance No. 2002-41, May 20, 2002) (Amended, Ordinance No. 93-18, March 29, 1993) (Amended, Ordinance No. 92-69, July 20, 1992)

**Class G**, under which the licensed premises may only be a restaurant in which the licensee has invested therein after May 10, 1985 not less than $250,000.00 (which may include the capitalized value of the first ~~ten~~ five years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using general recognized accounting practices, which said Class G license shall not be issued for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. A Class G Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of

alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class G Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended. (Amended, Ordinance No. 2020-98, June 15, 2020) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 96-27, May 6, 1996) (Amended, Ordinance No. 89-13, January 30, 1989)

**Class H,** under which alcoholic liquor may be sold only for consumption on the licensed premises, and also under which the licensed premises may only be a hotel having not fewer than ~~four (4)~~ three (3) nor more than ~~fifteen (15)~~ ten (10) rooms used for sleeping accommodation of guests, and kitchen and dining room facilities for serving meals to guests and the public. A Class H license shall be personal to the licensee and exclusively limited to the premises, and such license may be transferred to another applicant for such license only after the Local Liquor Control Commissioner finds that such new licensee will operate an establishment of like kind and character as that which was previously licensed, which said Class H license shall not be used for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a private club and / or banquet facility establishment as an approved Historic Neighborhood Use. Video gaming shall be prohibited in establishments that possess a Class H license. (Amended, Ordinance No. 2020-98, June 15, 2020) (Amended, Ordinance No. 2002-74, August 19, 2002) (Amended, Ordinance No. 2000-95, November 6, 2000)

**Class I,** under which the licensed premises may only be a restaurant at which alcoholic liquor may be sold by the drink or pitcher only, for consumption on the premises and only at tables and incidental to the service of meals. A Class I licensee shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased, which said Class I license shall not be issued for any premises situated in any Residence, Office or Park Mobile Home or Neighborhood Shopping District as established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course or a restaurant establishment as an approved Historic Neighborhood Use. A Class I Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four

(4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class I Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended. (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 89-13, January 30, 1989)

**Class J**, under which alcoholic liquor may be sold only in packages for consumption off the licensed premises, and under which the licensed premises may only be a retail establishment which derives more than 50% of its gross income from the sale of goods other than alcoholic liquors and in which the licensee has invested, after January 1, 1991, not less than $1,000,000 (which may include the capitalized value of the first ten years only of a leasehold interest), and, which establishment employs a minimum of 50 full-time employees, or the equivalent thereof, at the licensed premises, which said Class J license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class J license. (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 92-06, January 21, 1992)

**Class K**, under which the licensed premises may only be a theater in which the licensee has invested therein after January 1, 2004 not less than Two Hundred Fifty Thousand Dollars ($250,000.00) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices and said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class K license shall authorize ~~beer and wine only to be sold by the drink only~~ alcoholic liquor for consumption on the premises incidental to the viewing of motion pictures or live theatrical or stage performances and similar entertainment and exhibition presentations in a building built as a theater and shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased by patrons of the theater. A Class K license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Video gaming shall be prohibited in establishments that possess a Class K license. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2007-12, March 19, 2007) (Amended, Ordinance No. 2005-37, May 2, 2005)

**Class L**, under which the licensed premises may only be a retail store of not more than 2,500 square feet and in which the licensee has invested therein not less than Fifty Thousand Dollars ($50,000.00) (which may include the capitalized value of the first five (5) years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices, which said Class L license shall not be issued for any premises located within two hundred (200) feet of any church, school, or subsidized disabled adult and elderly multi-story housing facility. Said licensed premises must be located in the B-4

Central Business District of downtown Decatur. A Class L license shall authorize the sale of alcoholic liquor to be sold for consumption on or off of the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. No video gaming, drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class L license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. The sale of alcoholic liquor shall only be incidental to the sale of non-alcoholic goods and 60% or more of the gross revenue of the business must be from the sale of non-alcoholic goods. Issuance of this Class shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class L license. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2006-15, March 20, 2006)

**Class M**, under which the licensed premises may be a retail store of not less than Ten Thousand (10,000) square feet and in which the licensee has invested therein not less than One Million Dollars ($1,000,000.00), which investment may include the capitalized value of the first ten (10) years only of a leasehold interest as reasonably determined by the Finance Director of the City of Decatur using generally recognized accounting practices. Said licensed premises may only be located in a B-2 Commercial District, Planned Development or B-3 Planned Shopping Center District. A Class M license shall authorize liquor to be sold in packages between the hours of 9:00 A.M. and 10:00 P.M. for consumption off of the licensed premises. No drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class M license shall be personal to the licensee and exclusively limited to the premises. Issuance of Class M licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class M license. (Amended, Ordinance 2014-19, May 5, 2014) (Amended, Ordinance 2012-94, December 17, 2012)

**Class N**, under which alcoholic liquor may be sold to the general public for consumption on the licensed premises only during scheduled public performances or events. Class N licenses shall be valid for up to fifteen (15) events per year, each event lasting no longer than three (3) consecutive days. A Class N license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class N license. (Amended, Ordinance No. 2013-90, November 18, 2013)

**Class O**, under which the licensed premises may only be a Brewer, Brewpub, Distiller or similar business as defined under the Illinois Liquor Control Act and has received a Federal permit, and under which at least 50% of its annual gross income from the sale of alcoholic liquors shall be derived from alcoholic liquor manufactured on the premises, and which said Class O license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2017-12, March 20, 2017) (Amended, Ordinance No. 2015-22, May 18, 2015)

**Class P**, under which the licensed premises may only be a Video Gaming Parlor, defined as an establishment or business whose primary purpose is to operate video gaming terminals as defined under the Illinois Video Gaming Act and in which the sale of foods or snacks and alcoholic beverages is only incidental to the operation of the video gaming terminals, and which said Class P license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance nor shall said Class P license be issued for any premises located within 1500 feet of another establishment which offers video gaming terminals. (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015)

**Class V**, under which a licensed premises is authorized to pour and serve alcoholic liquor for on-premises consumption, where video gaming is not expressly prohibited by this Chapter, and where the licensed premises requests to operate video gaming terminals inside the licensed premises. Class V liquor licenses shall be issued in addition to the Class of license which authorizes the premises to sell alcoholic liquor and shall run concurrent with said license. Class V licenses shall not be issued for Class B, Class D, Class E, Class F, Class H, Class J, Class K, Class L, Class M, Class N and Class P liquor licenses. Except for Class C licenses, beginning July 1, 2024, each Class V licensee shall not have greater than sixty (60) percent of gross revenue annually from video gaming. The requirements for non-gaming revenue shall go into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. Class P liquor licenses shall not be required to hold a Class V license to operate as a gaming parlor and they shall not be required to meet a minimum threshold of non-gaming revenue. All establishments applying for Class V licenses must be in operation for at least one (1) year prior to the application to be eligible for a Class V license. If the holder of a premises licensed to sell alcoholic liquor is suspended or revoked, the Class V license shall be automatically suspended or revoked for the same time period and upon the same terms. The number of Class V licenses will be limited to the aggregate number of liquor establishments having valid licenses for video gaming in existing Class A, Class C, Class G, Class I and Class O establishments as of the date this Section of Chapter 52 is adopted.

~~Class C, Class D, Class G, Class I, Class J and Class N licenses shall not be issued or reissued to replace a license of any other class established hereunder or transferred either to another licensee or for other premises.~~ (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 89-13, January 30, 1989)

If on April 24, 1978, premises were licensed under the then provisions of this Chapter, even though issuance of a Class A or Class C license would otherwise now be prohibited in the

Zoning district into which said premises are classified, then said premises, so long as the same use thereof is continued, shall be exempt from said prohibition.

Except for Class P license holders, video gaming is only allowed during hours at which the licensed business is open to the public and is providing all goods and/or services other than video gaming that would normally be available at the business.

5. **APPLICATION.** Application shall be made as required by this Code and shall be delivered by the City Clerk to the Local Liquor Control Commissioner for action. The application shall show the name, age and address of an individual applicant, and of the persons entitled to participate in the profits, if a partnership applicant, and the objects, the names and addresses of the officers and directors, if a corporate applicant, and whether or not one person owns a controlling interest in such corporation, and if so, the name and address of such person; the citizenship, place of birth, and place of naturalization, if foreign born, of an individual applicant; the location and description of the premises where such liquor will be sold and served or consumed; whether or not any previous similar license has been applied for, the place of application, and the disposition of such application, and if revoked the reasons therefor, and whether or not applicant has ever been convicted of a felony. No license will be issued for any person ineligible under Section 2 of the Article 6 of the Act above referred to. A manager or agent, including bartenders, must have the same qualifications as the person or firm to whom the license is issued. All applications shall be verified by the applicant or, if a corporation, by an authorized corporate officer thereof. All applications shall state if the location operates and/or utilizes a drive-up window for the sale of liquor. No establishment shall install new drive-up windows for the sale of liquor from and after September 1, 2023.

6. **CHANGES IN LICENSE.** If during a license period there is any change pertaining to shareholders individually holding in the aggregate more than 5 percent of the corporate shares, or pertaining to the officers or manager, of a licensee, such change shall be reported to the Local Liquor Control Commissioner by filing with the City Clerk appropriately completed forms furnished by the Clerk, accompanied by the proper required shareholders' individual or manager's statements, within 10 days of such change.

7. **LICENSE FEE.** Beginning July 1, 2024, p~~P~~ayment of an annual license fee of Two Thousand Two Hundred Dollars ($2,200.00) shall accompany each application for all classes of license except Class BYOB as to which the amount of said fee shall be Five Hundred Dollars ($500.00), and Class F as to which the amount of said fee shall be Seven Hundred Twenty-Five Dollars ($725.00); and except Class C and Class N as to which the amount of said fee shall be One Thousand Four Hundred Dollars ($1,400.00); and except Class P as to which the amount of said fee shall be ~~$2,000.00 until August 17, 2015, then $6,000 beginning August 18, 2015 and thereafter provided that~~ Ten Thousand Dollars ($10,000.00), and except Class V as to which the amount of said fee shall be One Hundred Dollars ($100.00) in addition to the underlying annual license fee, said fee shall be prorated for the issuance of any license during a license period. Fee increases authorized by this 2023 amendment shall so into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. The payment of a fee for any license shall be credited toward the payment of a fee for any other license if the first license is surrendered prior to the issuance of the second license to the same licensee during the same license year. For all classes of license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after June 1st of any year for which an application for renewal is incomplete except for those in the year 2020 in which for all classes of

license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after July 31st of 2020 for which an application for renewal is incomplete. Each initial application and each application for transfer, whether to another licensee or to other premises, shall also be accompanied by a processing fee of $100.00 in addition to the annual fee. Payment of an annual fee in amount of $200.00 shall accompany the request for a caterer's permit. Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

| | |
|---|---|
| 1st permit / year | - $100.00 per day |
| 2nd permit / year | - $150.00 per day |
| 3rd permit / year | - $200.00 per day |
| 4th permit / year | - $250.00 per day |
| 5th permit / year | - $250.00 per day |
| 6th permit / year | - $250.00 per day |

In the event a license ~~does~~ is not issued or found to be not responsive to an application, the payment of the annual fee accompanying the same shall be refunded, otherwise, there shall be no rebate or prorate of a fee once paid. (Amended, Ordinance No. 2020-93, May 26, 2020) (Amended, Ordinance No. 2017-12, March 20, 2017) (Amended, Ordinance No. 2016-90, November 21, 2016) (Amended, Ordinance No. 2016-09, February 16, 2016) (Amended, Ordinance No. 2015-43, August 17, 2015) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance 2014-08, March 17, 2014) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2005-100, November 7, 2005) (Amended, Ordinance No. 2003-16, April 7, 2003) (Amended, Ordinance No. 2002-62, July 22, 2002) (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 97-47, June 2, 1997)

8. **TEMPORARY PERMIT/WINERY SPECIAL USE PERMIT**

A. TEMPORARY PERMIT. The Local Liquor Control Commissioner may issue a temporary permit for the sale of alcoholic liquors to be consumed only on the premises at a

banquet, picnic, bazaar, fair or similar private or public assembly where food or drink is sold, served or dispensed. Such temporary permit shall be issued only to a club, society, fraternity, benevolent or civic organization not for pecuniary profit, or food caterers defined as a person or entity that serves alcoholic liquors for consumption incidental to the food services that serves prepared food items and the prepared meals and alcoholic liquors are sold at a packaged price pursuant to a contract, and shall be for a period of not more than three days. The maximum number of temporary permits issued to the same entity in one calendar year shall not exceed six (6), and not more than one temporary permit shall be granted to any one organization in any one period of thirty (30) days.

B. WINERY SPECIAL USE PERMIT. The Local Liquor Control Commissioner may issue a winery special use permit for the sale of wine sold in the original containers which bear the vintner's label and which are corked, capped or otherwise securely sealed at the place of vintning at a market-type, special or festival event. Such license shall be issued to a winery licensed by the State of Illinois with a winemaking premises license or a special use permit license, and shall be for a period of not more than three days. The maximum number of winery special use permits issued to the same winery in one calendar year shall not exceed six (6) and not more than one winery special use permit shall be granted to any one winery in any one period of thirty (30) days. (Amended, Ordinance No. 2016-09, February 16, 2016) (Amended, Ordinance No. 2003-16, April 7, 2003)

C. CATERER'S PERMIT. The Local Liquor Control Commissioner may issue an annual caterer's permit for the sale of alcoholic liquor to an existing holder of a Class A, C, G, I or O liquor license in connection with the sale of prepared food, for service at private parties, weddings or other similar private events which are not open to the general public, at a location

other than the premises listed on the current license. For the purposes this permit, the location of the catered event shall be deemed the licensed premises. Holders of caterer's permits must comply with all other requirements in this Chapter. No person shall possess alcoholic beverages other than those provided by the licensee on the premises of the catering location and consumption of alcoholic liquor shall only be permitted on the premises where the food is catered. Gross revenues from the sale of alcoholic liquor at any event shall not exceed forty (40) percent of the total gross revenues generated from the sale of alcohol and food at that event and the licensee shall submit to the City an affidavit on a quarterly basis certifying compliance with this requirement. No event shall exceed three (3) days in length nor shall alcoholic liquor be served at such an event for more than eight (8) consecutive hours. (Amended, Ordinance No. 2017-12, March 20, 2017)

9. **TRANSFER OF LICENSE.** The Local Liquor Control Commissioner may permit a licensee to transfer their license to other premises if the transfer is solely to change locations and not to transfer to another proposed license holder. If a new potential license holder seeks to obtain a license, it cannot occur via transfer, and instead must ~~holder which~~ comply with the provisions of this Chapter and with applicable provisions of law, code, ordinance, rule or regulation for new license issuance, and with such reasonable conditions to preserve the general health, safety and welfare as said Commissioner shall attach thereto. Class P and Class V licenses are always non-transferrable. The Local Liquor Control Commissioner may permit a licensee to transfer a license to another if the transfer is for the same geographic location, it results in no change to the Class and category of the liquor license, and is in conjunction with the sale of the license holder's business and inventory. Furthermore, said Local Liquor Control Commissioner shall consider for either transfer: (1) the zoning classification of the licensed

premises, (2) the character of the surrounding area, (3) the traffic and parking situation, including any off-street parking requirements of the licensed business, within a 300-foot radius, (4) any statements of interested persons, either oral or written, (5) the impact of such proposed license on the character of and the traffic and parking situation in the immediate neighborhood, and (6) the applicants' history of compliance with all laws, ordinances and building and property maintenance codes. (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2014-28, June 30, 2014) (Amended, Ordinance No. 2010-01, January 19, 2010)

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 38 ~~39~~ and the issuance of a maximum number of Class B licenses is limited to 53. Upon any Class A or Class B, Class P or Class V license becoming forfeited, voided, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L, Class M and Class N licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation. (Amended, Ordinance No. 2018-33, August 6, 2018) (Amended, Ordinance No. 2017-54, December 4, 2017) (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2006-84, September 5, 2006) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May

2, 2005) (Amended, Ordinance No. 2000-57, July 17, 2000) (Amended, Ordinance No. 95-13, March 20, 1995) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 90-84, July 30, 1990) (Amended, Ordinance No. 89-13, January 30, 1989) (Amended, Ordinance No. 2020-148, October 19, 2020)

11. **ISSUANCE OF AVAILABLE LICENSES.** As to classes of license for which a maximum authorized number has been established, but where the number of licenses does not automatically decrease, if it should occur that less than such number are issued, applications may be received for the issuance of the available license or licenses. If, after 30 days from the date such a license has become available, no qualified application has been received such license shall be issued responsive to the first qualified application received after such 30-day period. If during said 30-day period, more qualified applications are received than the number of licenses available, the Local Liquor Control Commissioner shall by lot select the application for which a license shall be issued. Applications made pursuant to the provisions of this section may be supported by agreements, undertakings or other reasonable evidence of an ability and willingness to satisfy physical and possessory requirements as to the premises proposed to be licensed, in lieu of evidence of ownership or possessory interest, building and fire code compliance and the like. Any person, firm, or corporation which has been successful in acquiring a liquor license by lot shall be prohibited from entering any subsequent lottery for a period of three years from the issuance of such license. If additional numbers of any class or classes of license are authorized by the Council for the purpose of issuing such licenses to owners of newly-annexed properties previously licensed by another jurisdiction, the provisions hereof shall not apply to such newly-authorized but unissued licenses. (Amended, Ordinance No. 2003-16, April 7, 2003)

12. **POSTING OF LICENSE.** Every person licensed in accordance with the provisions of this Chapter shall immediately post and keep posted while in force, in a conspicuous place on the premises, the license so issued. Whenever such license shall be lost or destroyed, a duplicate in lieu thereof shall be issued by the City Clerk upon the direction of the Local Liquor Control Commissioner.

13. **USE OF LICENSE.** Except as to a Class F license, after a license has issued the privileges there under shall be actively exercised on the licensed premises. Suspension of the exercise of said privileges for a period of 90 days may be cause for revocation of such license absent the showing of substantial reason for the same not within the control of the licensee.

14. **SUSPENSION OR REVOCATION OF LICENSE.**

A. The Local Liquor Control Commissioner may in the manner provided by law suspend or revoke local liquor license privileges for violation of a provision of this Chapter or of applicable provisions of law, ordinance, code, rule or regulation.

B. The Local Liquor Control Commissioner, when suspending local liquor license privileges for violation of a provision of this Chapter or other applicable law, in the manner provided herein and by statute, may order that the licensee cease and desist all business operations at the licensed premises for the duration of the suspension of local liquor license privileges, to the extent permitted by law, if such commissioner determines that such a closure would assist the enforcement of the suspension in light of the severity of the violation or the frequency of past violations, whether of the same nature or not. (Amended, Ordinance No. 89-13, January 30, 1989)

C. The Local Liquor Control Commissioner may assess costs including reasonable attorney's fees against the licensee in any proceeding regarding such license held pursuant to law.

(Amended, Ordinance No. 92-28, May 4, 1992)

15. **TOILETS.** ~~Class A, C and D licensed premises~~ All licensed premises, regardless of class or category except for temporary and catering licensees, shall have ~~separate~~ sanitary toilets maintained in clean and sanitary condition ~~for males and females respectively~~.

16. **COMPLIANCE WITH LAW.** Local liquor licensed premises and the operations therein and thereof shall comply, in addition to the provisions of this Chapter, with the applicable provisions of law, ordinance, code, rule or regulation.

17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class ~~H~~ D, L, and M between 2:00 A.M. and 6:00 A.M. on Mondays through Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year, and, as of July 1, 2022, no alcoholic liquor may be sold between 10:00 P.M. and 6:00 A.M. by means of a window, porthole, aperture or similar opening accessible to persons from outside of the premises. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class ~~H~~ D license before 10:00 ~~a.m~~ A.M. or after 11:00 ~~p.m~~ P.M. on any day. No person shall sell or deliver alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class L license before 10:00 A.M. or after 10:00 P.M. on any day. No person shall sell or deliver alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class M license before 9:00 A.M. or after 10:00 P.M. on any day. (Amended, Ordinance No. 2022-07, March 7, 2022) (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2015-45, September 8, 2015) (Amended, Ordinance No. 2013-90, November 18,

2013) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May 2, 2005) (Amended, Ordinance No. 1992-06, January 21, 1992)

18. **PUBLIC PLACES.** During those hours in which alcoholic liquor shall not be sold, delivered or consumed in premises licensed hereunder, alcoholic liquor shall not be consumed, possessed, stored, kept or otherwise permitted or maintained in any building, or portion thereof, used by members, or guests of members, of any club operating therein, in the meeting or public rooms of hotels or motels or any other business which leases or otherwise provides such rooms for banquets, receptions, dances or other similar activities, or in any public place of accommodation or amusement or place of public resort, including but not limited to, places selling mix, ice, water and providing drinking utensils for the purpose of mixing drinks containing alcoholic liquors for consumption thereat, or those places commonly known as bottle clubs and similar places; provided that, alcoholic liquor may be stored or kept in any such building, or portion thereof, that is properly licensed for the sale of alcoholic liquor under the provisions hereof.

19. **VIOLATION.** No owner, possessor, manager, person in control or in charge of licensed premises, or of premises referred to in Section 18 of this Chapter, shall permit the violation on said premises of any provision of this Chapter. It shall not be a defense to a prosecution brought hereunder that the defendant did not have actual knowledge that alcoholic liquor was being consumed, possessed, stored, kept or otherwise maintained by patrons, guests, members or other individuals in violation of said Section 18. (Amended, Ordinance No. 89-03, January 3, 1990)

20. **<u>MORAL TURPITUDE</u>** ~~**GAMBLING.**~~ No ~~games of chance, or gaming device, shall be kept or used in any premises licensed hereunder, or shall any~~ licensee shall permit any

illegal, disorderly or immoral practices upon the premises. ~~No gambling shall be permitted upon the premises at any time.~~

21. **INSPECTIONS.** The holder of a liquor license is hereby required to make available for inspection by police officers of the City any part of the premises where liquor is sold and served or consumed.

22. **OBSCENE CONDUCT.** The sale or dispensing of alcoholic liquor is prohibited at premises whereat, or at premises which have any access which leads from said premises to any premises whereat, the following acts or conduct is permitted:

a) The employment or use of any person in the sale or service of alcoholic liquors or for the entertainment or diversion of others while such person is unclothed or in such attire, costume or clothing as to expose to view or to show with less than a fully opaque covering any portion of the breast below the top of the areola or any portion of the pubic hair, anus, buttocks, vulva or genitals.

b) The performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts prohibited by law.

c) The actual or simulated exhibition, displaying, touching or caressing or fondling of or on the breasts, buttocks, anus or genitals.

d) The permitting or encouragement of any person to remain in or upon said premises who exposes to view any portion of the body described in subparagraphs (a), (b) or (c) hereof.

e) The showing of film, still pictures, electronic reproduction or other visual reproduction depicting the acts or conduct described in sub-section (b) hereof, or any person being touched, caressed or fondled on the breasts, buttocks, anus or genitals, or scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray the activities described in this sub-paragraph (e).

23. **OBSCENITY PROHIBITED.** The engaging in, or performance of, any act or conduct described in Section 22 herein on premises as to which a license has been issued under the provisions of this Chapter is prohibited.

24. **SALES TO MINORS.** No licensee or any officer, associate, member, representative, agent or employee of a licensee shall sell, give or deliver alcoholic liquor to any

person under the age of 21 years, or to any intoxicated person, or to any person known to be a habitual drunkard, spendthrift, insane, mentally ill, mentally deficient, or in need of mental treatment. No person after purchasing or otherwise obtaining alcoholic liquor shall sell, give or deliver such alcoholic liquor to any person under the age of 21 years, except in the performance of a religious ceremony or service.

25. **REFUSAL OF MINORS.** For the purpose of preventing a violation of this section, any licensee or his agent or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is of attained age of 21 years or over.

26. **ADEQUATE WRITTEN EVIDENCE.** Adequate written evidence of age and identity of the person is no less than two documents one of which is issued by a federal, state, county or municipal government or subdivision or agency thereof, and which document incorporates a photograph of such person along with a statement of the month, day and year of such person's birth.

27. **SALE OF FALSE IDENTIFICATION.** No person shall sell, give or furnish to any person under the age of 21 years any false or fraudulent written, printed or photostatic evidence of the age or identity of such person, or shall sell, give or furnish to any person under the age of 21 years evidence of age and identification of any other person.

28. **USE OF FALSE IDENTIFICATION.** No person under the age of 21 years shall present or offer to any licensee or the agent or employee of any licensee any written, printed or photostatic evidence of age and identity which is false, fraudulent or not actually said person's own for the purpose of ordering, purchasing, attempting to purchase, or otherwise procuring or

attempting to procure the serving of any alcoholic beverage, or to have in possession any false or fraudulent written, printed or photostatic evidence of age and identity.

29. **POSSESSION BY MINORS.** No person under the age of 21 years shall consume, purchase, accept delivery of, or possess alcoholic liquor; provided possession, dispensing or consumption of alcoholic liquor by such a person in the performance of a religious service or ceremony, the consumption of alcoholic liquor by such a person in the privacy of a home, under the direct supervision of, and with the approval of a parent or guardian of such person, or the possession and delivery of alcoholic liquor in pursuance of the employment of, such person by a licensee as allowed in this Chapter, are not prohibited.

30. **WARNING DISPLAYED.** In each premise licensed under the provisions hereof there shall be displayed at all times in a prominent place a printed card supplied by the City Clerk which shall be substantially as follows:

"WARNING: If you are under twenty-one (21) years of age, you are subject to a fine up to $500.00 if you PURCHASE alcoholic liquor or MISREPRESENT YOUR AGE for the purpose of purchasing or obtaining alcoholic liquor. OFFICIAL PHOTO IDENTIFICATION will be required to prove age before purchase."

31. **EMPLOYMENT OF MINORS.** No person under the age of 21 years shall tend bar or tend a package counter or window, or sell, draw, pour, mix or serve alcoholic liquor and no licensee or any officer, associate, member, representative, agent or employee of a licensee shall engage, employ or permit any person under the age of 21 years so to do; provided that, persons nineteen (19) years of age and over who have completed the Beverage Alcohol Sellers and Servers Education and Training (BASSET) program approved by the Educational Foundation of the National Restaurant Association may serve alcoholic beverages to patrons who are dining at the licensed premises if the service of such beverages is only incidental to their primary job function of serving food. (Amended, Ordinance No. 2000-53, June 19, 2000)

32. **PARENTS AND GUARDIANS.** It shall be unlawful for any parent, guardian or person in loco parentis to knowingly suffer or permit any person under the age of 21 years of which he or she may be such parent, guardian or person in loco parentis to violate any provision of this Chapter.

33. **OWNER OF PREMISES.** It shall be unlawful for any owner or occupant of any premises within the City to knowingly allow any person under the age of 21 years to remain on such premises while in the possession of alcoholic liquor or while consuming alcoholic liquor in violation of the provisions hereof.

34. **CONSUMPTION OR POSSESSION OF ALCOHOL IN AN OPEN CONTAINER IN PUBLIC PLACES.**

A. Alcoholic liquor shall not be consumed or possessed in an open container at anytime within the City at, in or on the following places:

(1) The right of way of any public highway, street or alley, except as otherwise expressly provided in this Code;

(2) Central Park, except as otherwise expressly provided in this Code, and not including the Transfer House if in conjunction with an approved event;

(3) Public places located in the Central Business District, as defined in this Code, not including any places that have been issued outdoor café permits;

(4) The Street Division and Transit buildings, garages and grounds;

(5) The South Water Treatment Plant and grounds; or any firehouse.

(Amended, Ordinance No. 90-35, March 19, 1990) (Amended, Ordinance No. 92-59, July 13, 1992) (Amended, Ordinance No. 2022-29, July 5, 2022)

B. The Council may provide by ordinance for the consumption or possession of an open container of alcoholic liquor, or the consumption or possession of an open container of wine and beer only, and provide for the regulation of the manner of such consumption or possession of an

open container, for limited periods of time at, in or on any or all of, or any portion of, those places listed in Section 34A of this Chapter. (Amended, Ordinance No. 2012-63, September 4, 2012)

35. **PENALTY.** Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars ($250.00) nor shall more than Five Hundred Dollars ($500.00) for each offense, and each day of a continuing violation be deemed a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another. (Amended, Ordinance No. 2011-72, October 31, 2011)

36. **LOCATION LIMITATIONS.** Except as otherwise provided in Sections 4 (B), (L), and (M) of this Chapter, no license shall be issued for the sale at retail of any alcoholic liquor within five hundred (500) feet of any church or school, other than an institution of higher learning; provided that, this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where the retail sale of alcoholic liquors is not the principal business carried on or licensed businesses located within the B-4 Central Business District. No license shall be issued for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church or school, other than an institution of higher learning for licensed businesses located within the B-4 Central Business District. This prohibition shall not apply to locations licensed on December 18, 1995, or to locations where a church or school has been established within the prohibited distance since the issuance of the most recent license. The distance shall be measured from the property boundary of the licensed premises to the property boundary of the church or school, except for premises located within the main building of a shopping center of 35,000 square feet or more in gross floor area, the distance

shall be measured from the lease line of the licensed premises to the property boundary of the church or school. (Amended, Ordinance No. 2016-51, July 18, 2016) (Amended, Ordinance No. 2015-54, October 5, 2015) (Amended, Ordinance No. 2012-94, December 17, 2012) (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 95-76, December 18, 1995)

**SUBJECT:** Resolution Authorizing the City of Decatur Liquor Control Commissioner to Allow Certain License Holders to Convert a Class A License to a Class P License

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Resolution | Resolution Letter |

**RESOLUTION NO. R2023- _____**

**RESOLUTION AUTHORIZING THE CITY OF DECATUR LIQUOR CONTROL COMMISSIONER TO ALLOW CERTAIN LICENSE HOLDERS TO COVERT A CLASS A LICENSE TO A CLASS P LICENSE**

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

Section 1. That the City Council authorizes the Decatur Liquor Control Commissioner to allow for the conversion of a Class A license held by MALA LLC dba Lindy Lu's Place, 115 West First Drive, Decatur, Illinois, License Number 914A to a Class P license.

Section 2. That the conversion shall take effect by July 1, 2024.

PRESENTED and ADOPTED this 20th day of November, 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

**SUBJECT:** Resolution For Second Transit Management and Operations Agreement Amendment with MV Transportation, Inc.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Memo | Cover Memo |
| Resolution | Resolution Letter |
| Amendment | Backup Material |
| Appenix A-New Pricing Schedule | Backup Material |
| Appendix D-Original Contract | Backup Material |

# TRANSPORTATION SERVICES DEPARTMENT

No. _____

**DATE:** November 20, 2023

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

**FROM**: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

**SUBJECT**: Resolution Authorizing a Second Amendment to the Agreement for Management and Operation of City of Decatur Public transit Services with MV Transportation, Inc.

**SUMMARY RECOMMENDATION:** Staff recommends that this item be approved as presented.

**BACKGROUND:** The City of awarded a turn-key contract to MV in January 2021, whereby MV provides management and all operations for the Decatur Transit services. In addition to providing all of the staffing to operate the fixed route buses and paratransit services, this contract placed the responsibility of maintaining the City owned fleet with the contractor, MV. The City provides for the capital needs of transit but the private contractor is to maintain them.

Over the past two years we have learned some things are better suited to remain under the City's direct control. The maintenance and upkeep of the City owned fleet is best retained by the City. The private contractor does not have any incentive to proactively maintain or improve our transit fleet and will only do the minimum to stay in compliance with our agreement. With the increased investment into our new fleet and new technology for the fleet it is pertinent that we protect our investment.

This proposed amendment lowers the contract amount by approximately $900,000 annually for removal of fleet maintenance responsibility. We intend to use this cost savings to manage the fleet maintenance in house, as City employees, the same way we do for the rest of our City owned fleet.

This amendment also allows for the full-time operation of transit on Sundays. The pilot was successful and should be made permanent. This amendment will allow the contractor, MV to increase staffing levels to meet the increased demand of transportation hours. Currently, Sundays are operated on a sign-up overtime basis. This amendment will allow Sundays to be operated as a regular operating day, built into the staff's schedules, without the need for regular reoccurring overtime. This is an increase to the contract of $180,000. This increase will allow us the flexibility to continue to increase our services and operating hours.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**STAFF REFERENCE:** Should the City Council have any questions; they may contact Jon Kindseth at (217) 450-2323 or jkindseth@decaturil.gov or Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov

**BUDGET/TIME IMPLICATIONS:** This amendment will reduce the MV contract by approximately $720,000 in fixed costs.

# RESOLUTION NO. R2023_____

## RESOLUTION FOR SECOND TRANSIT MANAGEMENT AND OPERATIONS AGREEMENT AMENDMENT 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 some improvements for mass transit operations, specifically as it relates to fleet maintenance and increased transit operations; and,

WHEREAS, the City finds that this second amendment with MV Transportation, Inc., provides needed changes toward 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 and operations 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 second amendment to the Mass Transit Management and Operations Agreement between the City of Decatur, Illinois and MV Transportation, Inc.

PRESENTED and ADOPTED this 20th day of November 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

**SECOND AMENDMENT**
**TO THE**
**AGREEMENT FOR MANAGEMENT AND OPERATION**
**OF CITY OF DECATUR, ILLINOIS PUBLIC TRANSPORTATION SERVICES**

This SECOND AMENDMENT to the AGREEMENT FOR MANAGEMENT AND OPERATION OF CITY OF DECATUR, ILLINOIS PUBLIC TRANSPORTATION SERVICES (this "SECOND AMENDMENT") entered into this ___ day of November, 2023, but effective as of January 1, 2023 (the "Effective Date") is by and between the City of Decatur of the State of Illinois ("CITY") and MV Public Transportation, Inc., a California corporation ("CONTACTOR" and collectively with CITY, the "PARTIES").

**RECITALS**

**A.** The PARTIES have entered into an AGREEMENT FOR MANAGEMENT AND OPERATION OF CITY OF DECATUR, ILLINOIS PUBLIC TRANSIT SERVICES, dated January 20, 2021, (as previously amended on January 28, 2022, the "AGREEMENT"), pursuant to which CONTACTOR provides transportation services to the CITY; and

**B.** The PARTIES desire to amend the AGREEMENT as set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants, representations, and warranties contained in this SECOND AMENDMENT, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PARTIES agree that the AGREEMENT shall be and hereby is amended, as follows:

1. **Definitions.** Capitalized terms used and not defined in this SECOND AMENDMENT have the respective meanings assigned to them in the AGREEMENT.

2. **Scope of Services.** Section I of Appendix D – Scope of Services of the AGREEMENT is hereby amended to include Sunday as a regular service day (service shall now be seven days per week rather than only Monday – Saturday). MV agrees to supply the resources necessary to run service seven (7) days a week, without interruption.

3. **Scope of Services. .** Section C AGREEMENT
Section 26. Equipment and Vehicle Maintenance and Management:
is hereby amended to add: The CITY shall service all CITY vehicles;
and amended to remove:
Section 26. Equipment and Vehicle Maintenance and Management: ~~The CONTRACTOR shall service CITY'S vehicles~~. ~~CONTRACTOR shall provide maintenance of vehicles and radios by ensuring repairs are completed in a timely manner. Specifically, CONTRACTOR shall be responsible for the following:~~

~~a. CONTRACTOR employees will flag regular preventative maintenance intervals. CONTRACTOR will optimize the scheduling of vehicles for preventative maintenance~~

~~and other repairs so as not to impede the effective delivery of service~~. CONTRACTOR shall provide CITY access to its maintenance records upon request.

~~b. CONTRACTOR shall clean vehicles daily including all interior litter and debris, or more frequently as needed. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. CONTRACTOR will do a detail or more thorough exterior and interior cleaning on each transit vehicle monthly, and CONTRACTOR will maintain a log showing the monthly detail cleaning for each vehicle and will submit monthly reports. CITY will inspect buses to evaluate bus cleaning performance.~~

d.~~CONTRACTOR shall be responsible for licensing Revenue Vehicles with the Illinois Secretary of State.~~

~~Section 31. On-Board Video Surveillance Cameras: CONTRACTOR shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on CITY transit vehicles. CONTRACTOR shall be responsible for transmitting the video surveillance data to be stored on CITY-owned server.~~

4. **Compensation.** Appendix D – Compensation of the AGREEMENT is amended to revise the Contractors rates as set forth in Exhibit A attached:

5. **Ratification; No Waiver.** Except as expressly modified hereby, the AGREEMENT and all documents, instruments, and agreements related thereto are hereby ratified and confirmed in all respects and shall continue in full force and effect. The execution, delivery, and effectiveness of this SECOND AMENDMENT shall not operate as a waiver of any right, power, or remedy of either Party hereto under the AGREEMENT, nor constitute a waiver of any provision of the AGREEMENT. All references in the AGREEMENT and any related documents, instruments, and agreements shall hereafter refer to the AGREEMENT as modified hereby.

6. **Authority.** Each Party hereto represents and warrants that the execution and delivery by such Party of this SECOND AMENDMENT and the performance by such Party of all of its agreements and obligations under the Agreement as modified hereby are within the organizational authority of such Party and have been duly authorized by all necessary organizational action on the part of such Party.

7. **Counterparts; Effectiveness.** This SECOND AMENDMENT may be executed in one or more counterparts (including by means of telecopied signature page or as a PDF or similar attachment to an electronic communication), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT on the date first written above.

**CITY**:

City of Decatur, Illinois

Signed: _____ DATE: _____

Printed Name:_____

Title: _____

**CONTRACTOR**:

MV Public Transportation, Inc.

Signed: _____ DATE: _____

Printed Name:_____

Title: _____

**EXHIBIT A**

**REVISED RATES**

(see attached)

# Cost Proposal Form – Page 1

PROPOSER: MV Transportation, Inc.

| | | Jul22-Jun23 | Jul23-Jun24 | Jul24-Jun25 | Jul25-Jun26 |
|---|---|---|---|---|---|
| **Projected Vehicle Revenue Hr.** | **Year One** | **Year Two** | **Year Three** | **Year Four** | **Year Five** |
| Variable Cost Fixed Revenue Hr. | 102,866 ±15% | 68,577 | 71,385 | 71,385 | 71,385 |
| Variable Cost Para Revenue Hr. | 20,040, ±15% | 13,360 | 13,360 | 13,360 | 13,360 |
| Supplemental Service Revenue Hr. | 2,190 | 1,460 | 1,460 | 1,460 | 1,460 |

| **Total Proposal Cost** | **Year One** | **Year Two** | **Year Three** | **Year Four** | **Year Five** |
|---|---|---|---|---|---|
| Variable Cost Fixed Revenue Hr. | $ 52.28 | $ 54.15 | $ 49.92 | $ 50.80 | $ 52.00 |
| Variable Cost Para Revenue Hr. | $ 35.56 | $ 36.83 | $ 31.94 | $ 32.50 | $ 33.26 |
| Supplemental Service Revenue Hr. | $ 35.56 | $ 36.83 | $ 31.94 | $ 32.50 | $ 33.26 |
| **Monthly Fixed Cost** | $ 180,053 | $ 184,885 | $ 190,227 | $ 194,127 | $ 198,219 |
| Original | $ 196,720 | $ 201,885 | $ 206,023 | $ 210,394 | $ 215,000 |
| Variance | $ (16,667) | $ (17,000) | $ (15,796) | $ (16,267) | $ (16,781) |
| Comments on Fixed cost change | reduction of facilities | reduction of facilities | reduction of maint & fac added Sunday | reduction of maint & fac added Sunday | reduction of maint & fac added Sunday |
| **Total Cost** | $ 9,709,699 | $ 6,477,910 | $ 6,319,585 | $ 6,437,469 | $ 6,583,611 |

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: Stephanie Dietz Title: Senior Director of Finance Date: 10/26/2023

Ongoing Reduction for Maintenance

| **Maintenance Line Personnel Annual** | Year 3 | Year 4 | Year 5 |
|---|---|---|---|
| Fixed Annual | $206,439 | $211,484 | $216,653 |
| Variable Annual | $481,691 | $493,463 | $505,524 |
| Fringe Annual | $92,632 | $95,617 | $98,957 |
| Profit&OH Annual | $61,931.70 | $63,445.23 | $64,995.93 |
| **Total Staff Costs** | **$842,694** | **$864,009** | **$886,130** |
| | | | |
| **Other Maintenance Lines Annual** | | | |
| Supplies & Materials | $2,482 | $2,556 | $2,633 |
| Minor Equip/Tools | $4,630 | $4,769 | $4,912 |
| Synchromatics | $35,949.00 | $35,949.00 | $35,949.00 |
| PPE Line | $3,295 | $3,394 | $3,496 |
| Uniform Clothing | $404 | $416 | $428 |
| Laundry Service | $4,973 | $5,122 | $5,275 |
| **Total Other Costs** | **$51,732** | **$52,205** | **$52,693** |
| | | | |
| **Total Annual Reduction** | **$894,426** | **$916,214** | **$938,823** |
| **Annual Fixed Reduction** | $412,735 | $422,751 | $433,299 |
| **Annual Variable Reduction** | $481,691 | $493,463 | $505,524 |
| **Monthly Fixed Reduction** | $34,394.60 | $35,229.27 | $36,108.28 |
| **Variable Rate Reduction** | $5.59 | $5.72 | $5.86 |

**RESOLUTION NO. R2021-08**

# RESOLUTION REPEALING RESOLUTION R2020-183 AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR MANAGEMENT AND OPERATION OF CITY OF DECATUR PUBLIC TRANSIT SERVICES 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 a turn-key management and operation solution for mass transit operations; and,

WHEREAS, the City finds that this agreement MV Transportation, INC., provides for this goal, as well as provides flexibility of service options for the City.

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

Section 1. That Resolution R2020-183 authorizing this same action is hereby repealed.

Section 2. The agreement for management and operation of Decatur Public Transit Services with MV Transportation, Inc. as attached, and the same is hereby, received, placed on file, and approved.

Section 3. That the Mayor and City Clerk, or their designee be, and they are hereby, authorized and directed to execute the Management and Operation Agreement between the City of Decatur, Illinois and MV Transportation, Inc.

PRESENTED AND ADOPTED this 19st day of January 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

DocuSign Envelope ID: D7EB1D9B-31DE-426C-8845-A71D59AC3B09

# AGREEMENT FOR MANAGEMENT AND OPERATION OF CITY OF DECATUR, ILLINOIS PUBLIC TRANSIT SERVICES

**THIS AGREMENT** made and entered into this 20th day of, January 2021, retroactive to 1/1/2021, by and between the CITY OF DECATUR, a municipal corporation, hereinafter referred to as "CITY," and MV Public Transportation, Inc., a California corporation , hereinafter referred to as "CONTRACTOR", for management and operation of the City of Decatur Public Transit Systems' (DPTS) fixed-route, and paratransit systems,

**WITNESSETH:**

**WHEREAS,** CITY and CONTRACTOR desire to contract for the performance by CONTRACTOR of the transit system work and services described in the Request for Proposals for Management and Operation of City of Decatur Public Transit System (DPTS) RFP No. 2020-01 ("RFP"), and

**WHEREAS,** CONTRACTOR has responded to CITY'S Request for Proposals ("RFP") with its proposal, including related attachments, accepted by the CITY, to perform the services in the manner and form set forth in the RFP, and CONTRACTOR'S PROPOSAL and the CITY has accepted CONTRACTOR'S PROPOSAL, and

**WHEREAS,** CITY desires to have the services performed, and CONTRACTOR agrees to perform the services, in accordance with CITY'S RFP and the CONTRACTOR'S PROPOSAL, and

**WHEREAS,** The services to be performed under this Agreement shall be as described in CITY'S RFP and all included attachments, and CONTRACTOR'S PROPOSAL, hereinafter referred to as "Transit Services."

**NOW, THEREFORE**, in consideration of the premises and of the services to be performed by CONTRACTOR, and of the compensation to be paid therefore by CITY, it is **HEREBY MUTUALLY AGREED** as follows:

**A. Order of Precedence:** This Agreement incorporates, by reference, the below documents in their entirety. In addition, in the event of inconsistency or ambiguity in the Agreement, the following order of precedence shall apply:

a. This Agreement and
b. CITY DPTS' RFP No 2020-01, including Exhibits and Addendum
c. CONTRACTOR'S COST PROPOSAL (attached hereto and incorporated by reference.)
d. CONTRACTOR'S written RFP submittals

**B. Term of Agreement:** The Agreement shall be for a period of five and a half (5 ½) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one (1) year periods. Contract Year 1 will begin January 1, 2021 through June 30, 2022. Contract Year 2 will be July 1, 2022 through June 30, 2023. Contract Year 3 will be July 1, 2023 through June 30, 2024. Contract Year 4 will be July 1, 2024 through June 30, 2025. Contract Year

5 will be July 1, 2025 through June 30, 2026 unless extended by written mutual consent.

Upon completion of the original term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, up to a maximum of two (2) years. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

**C. CONTRACTOR'S Responsibilities:** CONTRACTOR agrees that for the term of this Agreement it will be responsible for the following in the operation of CITY transit services:

1) Key Personnel/Management: During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof. The CONTRACTOR shall provide general and specific management of day-to-day operations for the CITY (DPTS) fixed-route and paratransit services. The CONTRACTOR shall oversee the operation of the services using a full-time, on-site transit general manager. The CONTRACTOR shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-DPTS work (e.g., for corporate level meetings, responding to other non-DPTS problems, etc.).

2) Day-to-Day Operation: CONTRACTOR management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Saturday during designated hours of operation.

3) Americans with Disabilities Act (ADA) Compliance: CONTRACTOR shall be responsible for administration of the Americans with Disabilities Act (ADA) Program and all required training as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or transit or City official for further review if applicable.

4) Operating Facilities: CONTRACTOR shall locate its administration/operations and dispatching office at the City of Decatur Public Transit Administration building at 555 E. Wood Street, and the Senator Severns Transit Center at 353 E. William Street (CITY DPTS facilities), unless otherwise approved by City of Decatur. Both facilities shall be maintained by the CONTRACTOR and shall be maintained to project a professional appearance at all times. CONTRACTOR shall be solely responsible for physical damage to CITY DPTS facilities proximately caused by the negligence of CONTRACTOR or its employees or agents. Contractor will not be responsible for any environmental liabilities, including any releases of hazardous substances, existing at the CITY DPTS facilities prior to CONTRACTOR's use of the facilities, or caused by any other party other than CONTRACTOR.

5) Personnel: CONTRACTOR shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representatives and other personnel needed to operate and maintain the service provided by CONTRACTOR under this Agreement. Qualified

supervisory personnel shall be available during all hours of operation.

No employee or designee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to continue to demonstrate Conduct Unbecoming of Personnel. CONTRACTOR shall be responsible for hiring and discharging personnel employed by the CONTRACTOR to perform its obligations hereunder. However, CITY shall have the right to request CONTRACTOR to remove from service any employee who, in CITY'S sole discretion, has been found to violate CONTRACTOR'S Code of Conduct more than once in a 6-month period; provided that CITY shall make such request in writing, state the reasons therefore, and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

6) Conduct Unbecoming of Personnel: The CONTRACTOR is required to develop a Code of Conduct and train all of its employees regarding its requirements on an annual basis which shall include EEO and ethics. In addition, all of CONTRACTOR's employees and agents including subcontracted employees and agents shall avoid conduct unbecoming an employee, as defined below. CITY may, at its sole discretion, request the removal or requalification of any contracted employee or agent from service or performance of work on this Contract or CITY property found to have committed violations as outlined below, and/or for engaging in conduct unbecoming an employee as defined below.

Removal or disciplinary actions by CONTRACTOR in response to the request, shall be at no cost to the CITY.
Examples of conduct unbecoming an employee include, but are not limited to:
a) Use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
b) Belligerent or malicious behavior.
c) Willful refusal or failure to assist customers.
d) Violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
e) Littering in rolling stock or station areas.
f) Smoking, reading, listening to radio or other audio devices or watching or listening to TV while operating an DPTS vehicle or equipment.
g) Conduct demeaning to CITY, DPTS or the CONTRACTOR, including demeaning oral or written remarks made to the public and/or Customers.
h) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
i) Any violation of CITY DPTS' or CONTRACTOR'S Personal Electronic Device policies, including devices such as Google and Apple watches that create the potential for distraction while driving.

Reasons for which the CITY may request that an employee or subcontractor be removed include, but are not limited to:

- Failure to meet or maintain minimum standards established for the employee's or subcontractor's assigned duties.
- Failure to pass a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
- Actions or performance which is illegal, unsafe or not in keeping with reasonable expectations for the employee's or subcontractor's assigned position or duties.

• Poor customer service as demonstrated by three or more validated complaints within a twelve-month rolling period.

7) Customer Service: CONTRACTOR's staff shall provide information and be sufficiently familiar with CITY DPTS services to answer questions. Sufficient staff shall be trained in all types of fare media sales to ensure expedited customer service. A minimum of one person must be available in the office to provide information during all hours of regular transit operation. If bus service is modified by CITY DPTS to begin earlier or to end later than currently scheduled, then the time period when customer service is available shall be expanded to correspond with current operating service hours.

8) Pass Sales: During the time periods that CONTRACTOR's customer service counter at DPTS is open, CONTRACTOR shall be required to sell transit passes, tickets and other fare media as directed by the City. CONTRACTOR shall prepare and provide City with a report of sales and deposits monthly, no later than the 10th working day of each month. CONTRACTOR shall deposit revenues collected Monday through Friday as directed by CITY. CONTRACTOR shall reimburse CITY for funds lost or for the value of fare media lost by CONTRACTOR. CITY, at its sole discretion, may conduct audits of CONTRACTOR'S books and records at any time. CONTRACTOR shall prepare daily, and end-of-day, reconciliation of transactions and deposits. CONTRACTOR shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media. All fare accounting and cash handling procedures proposed by CONTRACTOR shall be subject to CITY approval before implementation.

9) Customer Complaints: CONTRACTOR shall respond to and address customer complaints, within a timely manner.

10) Telephones: CITY will provide an operational telephone system. CONTRACTOR shall provide dispatch and/or reservationist personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand, and in strict accordance with the operating days and hours set forth in the current bus schedule or any revisions thereto. Scheduled and unscheduled absences should also be considered to ensure adequate staffing levels even when employees are on leave or call in sick.

11) Uniforms: CONTRACTOR shall ensure that all employees are professional in their dress and appearance. Employees shall be in uniform acceptable to CITY.

12) Training Program: Appropriate, effective and ongoing training for CONTRACTOR employees and subcontractors is of critical importance. The CONTRACTOR must develop a detailed Training Program that complies with the requirements set forth herein. This plan must be approved by CITY prior to start-up and must be updated (subject to CITY approval) on an annual basis.

The CONTRACTOR, in accordance with DPTS policies and procedures and APTA standards, best practices and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification plan (Training Plan) for employees who are providing Services including, but not limited to, all craft and management employees.

Training shall include those elements required for the performance of duties in addition to specific areas of training for DPTS operations, including disabled passengers and passengers needing assistance and system safety and security training for new hires. Training courses shall include provisions for refresher training.

a) The Training Plan shall include a requirement that all training is provided by qualified individuals to provide such training and documented in a manner that is available for CITY DPTS inspection at any time (this includes in-service training). Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, and system safety training. Customer Service training is to include dealing with difficult passengers, and ADA training. Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.

b) All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area.

c) The CONTRACTOR shall require that all employees who perform safety-related inspections and tests of equipment are trained, tested and certified in accordance with regulatory requirements and current APTA standards and guidelines.

d) The CONTRACTOR shall also provide CITY DPTS with a quarterly training report.

e) The CONTRACTOR is responsible for formulating and coordinating all training activities.

13) Driver Safety Program: CONTRACTOR shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks. Driver Safety Program shall be included as part of the Training Plan.

14) Driver Sensitivity Training Program: CONTRACTOR shall implement a continuing driver sensitivity training program focusing on the importance of passenger relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers.

15) ADA Training (Initial and Refresher): The CONTRACTOR shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:

Initial Training: Four (4) full hours of classroom ADA sensitivity training. This training shall include:

a) Lecture on the ADA law with hands-on employee participation

b) Instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.
c) Three (3) full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:
    a. Operator responsibilities.
    b. Equipment and devices currently in use.
    c. Proper use and securement of such equipment and devices.
    d. Other matters as the CONTRACTOR deems appropriate. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and de-boarding of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.
d) For use in hands-on training and hands-on evaluation, the CONTRACTOR shall provide a manual wheelchair.

Annual Refresher Training: ADA sensitivity training each year. This training shall include:
a) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
b) A review of passengers with disabilities requiring special service needs.
c) ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.
d) Updates on changes to ADA law and related mandates as appropriate.
e) Included within this training shall be a discussion of:
    a. Operator responsibilities.
    b. Boarding and securement equipment and devices currently in use.
    c. Proper use of such equipment and devices.
    d. Other matters as the CONTRACTOR deems appropriate.
f) A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and de-boarding of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands on evaluation, the CONTRACTOR shall provide a manual wheelchair.

Additional Training: In addition to the above-noted training requirements, Operators will be required to have additional extensive training outlining to include but not limited to; Personal Care Assistance and Companions, Transfers, Fare, Mobility Devices, Service Animals, Reasonable Modification, Prohibited Activities, and ADA Emergency Communication.

16) Daily Logs: Drivers shall maintain appropriate documentation to show number of passengers and mileage for fixed route and paratransit. Dispatcher shall maintain appropriate

documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Paratransit services. Trip/farebox reconciliation documentation shall be maintained for both fixed and paratransit. Driver information i.e. service hours, bid hours shall be submitted to the City monthly in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. This invoice and the Daily Service Logs shall be submitted to the City no later than the tenth working day of the month. CONTRACTOR shall maintain records for the duration of the Agreement. CONTRACTOR shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request.

17) Compliance with Federal, State and Local Requirements: CONTRACTOR shall comply with all applicable Federal, State, and Local requirements, including but not limited to drug and alcohol testing and reporting requirements and ADA mandates. CONTRACTOR shall make available to the CITY a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the CONTRACTOR as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

In as much as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49 USC §§ 5301 et seq.; or Title 23, United States Code (Highways); or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 USC § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22,1998,23 USC § 101 note, (TEA-21), Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L. 112-141, July 6, 2012, and other further amendments thereto, Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94 , as may be amended, or other Federal enabling laws administered by FTA and guidance thereto, including without limitation FTA Circular 4220.1F and amendments thereto, the CONTRACTOR will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Department of Transportation and CITY DPTS, and to flow all applicable federal provisions down to Subcontractors at every tier.

Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" 49 C.F.R., Part 18, Federal Transit Administration (FTA) Circular 4220.1F, "Third-party Contracting Requirements" and OMB Circular A-1 02 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments".

18) Holidays: No transit services shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or any other holiday authorized by the City.

19) Charter Service: CONTRACTOR shall not operate charter service using CITY vehicles without prior written consent from CITY. If charter service is allowed, then it shall be provided in accordance with FTA regulations.

20) Ticket Distribution: CONTRACTOR shall distribute tickets to appropriate outlets and sell tickets, as agreed upon by CITY. CONTRACTOR shall collect, record, and return all tickets and

money received as fares. Ticket data shall be provided monthly.

21) Fare Collection: CONTRACTOR shall perform fare reconciliation and accounting daily, and all fare revenue shall be taken to a banking institution or CITY'S Finance Department daily, or as directed by the CITY. Fare revenue shall include cash fares, tickets and pass sales, and any other revenue collected by CONTRACTOR. Daily fare revenue deposits shall be accompanied by appropriate reconciliation documentation satisfactory to the CITY. CONTRACTOR shall collect data for specific analysis as may be requested by the CITY.

CONTRACTOR may be held accountable for any variance or discrepancies between the farebox revenues reported and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct. However, deposits less than amounts reported will be considered a shortage for which CONTRACTOR may be held accountable. Shortages shall be deducted from CONTRACTOR's monthly invoice.

22) Internal Financial Controls: CONTRACTOR shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the CITY'S Finance Department.

23) Invoicing and Billing: CONTRACTOR shall submit detailed monthly invoices and/or billings to the CITY or service pursuant to the Agreement. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 10th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY'S invoice. CONTRACTOR's monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges.

24) Marketing and Public Relations: CONTRACTOR shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the CITY. Advertising or posting of any written materials on the interior and exterior of Revenue and Non–Revenue Vehicles by CONTRACTOR is prohibited.

CONTRACTOR shall cooperate in the CITY'S marketing and advertising (such as through the installation and removal of all interior rider alerts, newsletters, bus scheduling information, and bus on display at events as schedule allows) at no additional expense to the CITY. CONTRACTOR may not use CITY name or logo without CITY'S prior written consent.

CITY will provide all printed bus media. CONTRACTOR shall be responsible for ensuring proper care, protection, handling, and maintenance of CITY'S Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at the Transit Center location. CONTRACTOR shall provide CITY with at least two (2) months advanced notice of dwindling supplies, based on typical usage, to allow CITY sufficient time to order replacement materials.

Communications with the Media. All communications with the media shall be the sole responsibility of CITY. CONTRACTOR and its employees shall not engage the media as a spokesperson for the CITY. In addition, CONTRACTOR and its employees shall not speak on

behalf of CITY in any online forum or social media site, at official public meeting, or to members of the press. CONTRACTOR shall limit its public engagement with customers to answering questions on board CITY Revenue Vehicles, at bus stops, at the Transit Center, or as part of the official customer comment system.

Endorsement Policy. CONTRACTOR may not use CITY'S name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by CITY. This provision does not prohibit CONTRACTOR from using CITY as a reference in responding to a request for proposals or other procurement solicitation, if CONTRACTOR coordinates all requests for references with CITY.

25) Insurance: CONTRACTOR, at its own expense, shall maintain required and appropriate insurance coverage at all times during the terms of this agreement, as detailed in the Insurance and Indemnification sections of the RFP, including documentation of coverage to CITY, and shall provide the CITY with certificates certifying that CONTRACTOR has liability, comprehensive, and collision insurance for each vehicle as required by the CITY. Such insurance shall name CITY as an additional insured. CONTRACTOR shall provide documentation prior to commencement of the work under this agreement and of any changes to insurance coverage including changes resulting from additions or removals of vehicles to the CITY'S transit fleet. With CITY'S approval, CONTRACTOR may satisfy this requirement by providing proof of self-insurance.

Such insurance shall protect the CONTRACTOR from claims which may arise out of or result from the CONTRACTOR's operations under this Agreement 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 CITY does not in any way represent that the insurance of 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 $15,000,000 annual aggregate.

b. **Business Automobile Liability (BAL) Insurance** in the amount of $15,000,000 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 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. With CITY'S approval,

Contractor may satisfy this requirement by providing adequate proof of self-insurance.

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 agreement 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 it 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 agreement.
    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 agreement 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. The CONTRACTOR shall be allowed to self-insure for some coverages.

26) Equipment and Vehicle Maintenance and Management: The CITY shall provide sufficient

vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. The Contractor shall service CITY'S vehicles.

Vehicles shall be parked in a location(s) to be provided by the CITY or as designated by the CITY. CONTRACTOR shall provide maintenance of vehicles and radios by ensuring repairs are completed in a timely manner. Specifically, CONTRACTOR shall be responsible for the following:

a. CONTRACTOR employees will flag regular preventative maintenance intervals. CONTRACTOR will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. CONTRACTOR shall provide CITY access to its maintenance records upon request.
b. CONTRACTOR shall clean vehicles daily including all interior litter and debris, or more frequently as needed. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. CONTRACTOR will do a detail or more thorough exterior and interior cleaning on each transit vehicle monthly, and CONTRACTOR will maintain a log showing the monthly detail cleaning for each vehicle and submit with monthly reports. CITY will inspect buses to evaluate bus cleaning performance.
c. Inspections -- Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the bus operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief bus operators shall perform an abbreviated inspection. CONTRACTOR shall supply daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by CONTRACTOR and a record will be provided to the City.
d. CONTRACTOR shall be responsible for licensing Revenue Vehicles with the Illinois Secretary of State.
e. CONTRACTOR is responsible for ensuring that all Revenue and Non- Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle.
f. CONTRACTOR shall maintain the radio base station in good working condition and communicate with CITY to advise staff of maintenance requirement for radios on CITY-owned transit vehicles.
g. CONTRACTOR shall provide a computer aided dispatch system to develop, deploy and support passenger information and data solutions for Fixed and Paratransit service. Additionally, the CONTRACTOR shall provide all other stated technology solutions provided for in the proposal, including but not limited to, Trapeze, Mobileye, and Syncromatics at no additional cost to the CITY.

27) Safety, Accident, Incident and Complaint Procedures: CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. A written copy of the procedures will be provided to the CITY within 60 days of initiation of this Agreement. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in- service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and Paratransit vans operating

more than thirty (30) minutes behind schedule. CONTRACTOR shall maintain a formal log of all complaints received and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the CITY'S Police Department, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident. CITY transit staff shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to CITY property within three (3) working days. In cases involving personal injury, CONTRACTOR shall notify CITY transit staff immediately upon receipt by CONTRACTOR of such information. CONTRACTOR shall document total number of accidents on the Monthly Report to the CITY.

CONTRACTOR shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

CONTRACTOR shall not be responsible for damage to CITY-owned Vehicles that result directly from any incident outside of the control of CONTRACTOR while it is performing emergency services as authorized or directed by CITY.

CONTRACTOR shall be responsible for providing the following reports to CITY relating to system safety and security:

(a) Monthly. -- (A) Security and Emergency Incident Report/Trend Analysis; (B) safety meeting agenda, including corrective actions taken because of items identified through the safety committee; (C) Vandalism/Incident Tracking Report; (D) employee training sessions, and (E) NTD Safety and Security Reporting Module Forms. In addition, CONTRACTOR shall make the minutes of safety meetings available to CITY upon request.

(b) Annually. -- (A) Year End Trend Analysis; and (B) other reports as required by the CITY or by Federal, state, or local agencies.

28) Conferring and Coordinating: CONTRACTOR shall meet, confer, and coordinate on operations such as Agreement management, complaints, ADA complaints, on-time performance monitoring, bus maintenance, marketing, and route planning with City on a weekly basis.

29) Other Duties: CONTRACTOR shall perform all other work as may be necessary to comply with the requirements of this Agreement and the CITY'S funding sources.

30) Dispatching Software: CONTRACTOR shall utilize dispatching software with enhanced functions. CONTRACTOR shall provide tablets or comparable hardware equipment (including replacements) and mounts that are fully utilized and functional during the contract period. CONTRACTOR shall install all equipment and make fully operational the scheduling dispatch software inclusive of enhancements within sixty (60) days of initiation of this Agreement. CONTRACTOR shall be responsible for compatibility of the scheduling dispatch software with expansion of the fleet.

31) On-Board Video Surveillance Cameras: CONTRACTOR shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on CITY transit vehicles. CONTRACTOR shall be responsible for transmitting the video surveillance data to be stored on CITY-owned server. CITY shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

DocuSign Envelope ID: D7EB1D9B-31DE-426C-8845-A71D59AC3B09

32) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and reporting requirements, and other such requirements, as may be required by the CITY and as indicated in Exhibit B. Breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received shall be reported to the CITY.

The CITY shall have the right to assess and audit any and all records associated with the service(s) provided under this Agreement. In addition, authorized regulatory agencies may be authorized to review the CONTRACTOR's service records in accordance with applicable law.

CONTRACTOR shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit B: City of Decatur Reporting Requirements of the RFP, including the following in two separate reports, a report for Fixed route and a report for Paratransit:

a) Daily ridership by vehicle
b) Daily ridership by wheelchair-bound passengers
c) Daily mileage by vehicle
d) Daily vehicle service hours by vehicle
e) Trip log from each vehicle operator
f) Dispatch records showing times for:
    1. Receipt of service requests
    2. Pickup point/drop-off point
    3. Pickup assignment made
    4. Actual pickup
    5. Variance between requested times and actual pickup times
    6. Actual delivery of passenger
g) On-time performance
h) Trip denials
i) ADA eligibility certifications, trip requests/denials, complaints log

CITY reserves the right to establish a standardized format with which CONTRACTOR must comply.

CONTRACTOR shall prepare and maintain the following records and documents, and shall submit the following reports to the CITY:

A. Monthly Summaries. CONTRACTOR shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: mileage, hours, ridership, route-by- route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested reports. DPTS reports shall distinguish all data points by CITY. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. CONTRACTOR will record and report trip data for CITY. CONTRACTOR will maintain dispatcher's trip sheets and daily logs for review by CITY. Monthly summary reports shall be submitted to CITY no later than ten (10) Days after the end of each month.

B. Passenger Complaint and Compliment Reports. CONTRACTOR shall document operational problems, passenger complaints, passenger compliments (whether received directly or through CITY general comments. The report must describe any action taken regarding these problems or complaints. Documentation shall be in place on the day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall address all passenger complaints in accordance with the established complaint categories and procedures (Title VI, ADA, or General). CONTRACTOR shall maintain all records of passenger complaints, and shall promptly provide CITY copies of all complaints and documentation in CONTRACTOR'S custody, possession, or control regarding complaints.

C. Incident and Accident Reports. CONTRACTOR shall, in accordance with the RFP, immediately notify the CITY"S Police Department, then the CITY's DPTS Transit Administrator (or other appropriate City management staff if the Transit Administrator cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.

D. National Transit Database (NTD). CONTRACTOR shall provide the data items to the City as required by the FTA by September 1 each year for CITY to complete the NTD Systems Reporting Module. CONTRACTOR shall submit to CITY applicable corresponding forms as described in the NTD Systems Reporting Manual. CONTRACTOR shall report to CITY by September 1 of each year the number of full time equivalent employees working in the service addressed by this agreement.

E. Financial Reporting Requirements CONTRACTOR shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of CITY.

F. Equal Employment Opportunity (EEO) Affirmative Action Report. CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each CITY fiscal year, prepare an EEO report which consists of the following:
    a. Workforce Analysis for each job category;
    b. Job Group Analysis for each job category;
    c. Hiring Analysis for each job category;
    d. Promotional Analysis for each job category;
    e. Termination Analysis for each job category;
    f. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
    g. Availability Analysis that compares the current workforce against the available workforce.

G. Surveys. City may, in its discretion, obtain additional documentation of service using passenger surveys. These surveys may be administered by authorized representatives of the CITY or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the

distribution of survey questionnaires or other actions necessary to obtain service related information.

H. Meetings. CITY's Transit Administration or designee, and other appropriate CITY management staff and CONTRACTOR's Operations/General Manager and appropriate Key Personnel shall meet at least once a month to review the overall performance of CONTRACTOR and the administration of this Agreement. In addition, CONTRACTOR shall participate in all audits and reviews by paratransit and fixed route operations.

33) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and reporting requirements, and other such requirements, as may be required by the CITY and as indicated in Exhibit B. Breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received shall be reported to the CITY.

34) Liquidated Damages: The CONTRACTOR's failure to perform the contractually obligated services shall result in the assessment of liquidated damages as detailed in **Exhibit C, City of Decatur Performance Standards**. Liquidated Damages is a specific sum of money stipulated by the contracting parties as the amount to be recovered for each day of delay or each standard of performance not met in delivery of the product or completion of the contracted services. A formal letter from the CITY will document the date(s) of non-compliance or non-performance of the CONTRACTOR, and will detail to the CONTRACTOR the reason for the liquidated damages.

If CONTRACTOR agrees to substantial schedule or route readjustments requested by CITY, CONTRACTOR shall be afforded a period of thirty (30) days following implementation of such changes, during which time no liquidated damages shall be assessed for failure to abide by adjusted schedule or route readjustments, to allow CONTRACTOR to make operational adjustments to meet CITY requirements.

Liquidated damages shall be deducted automatically by the CITY from their respective invoices for the period(s) in which they occurred. The decision of the CITY is final with respect to any assessment of liquidated damages. The parties acknowledge that calculation of actual damages is impossible given the variety of factors influencing such calculation, including the impact on public safety caused by a failure to provide transit services, the impact on third parties, the disruption of commerce within the CITY and other factors. Accordingly, the parties have agreed to the liquidated damages contemplated herein as a reasonable facsimile of the actual damages, and not as a penalty. The CONTRACTOR expressly agrees that it has reviewed these liquidated damages and agrees that they are valid, enforceable and appropriate.

35) Indemnification. CONTRACTOR shall indemnify, defend, protect, and hold harmless the CITY, and its officers, directors, stockholders, representatives, subsidiaries, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONTRACTOR's performance of its obligations under this agreement or out of the operations conducted by CONTRACTOR, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or

willful misconduct of the CITY. In the event the CITY indemnitees are a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR's performance of this agreement, the CONTRACTOR shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the CITY indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. Repair of physical damage that occurs to the buses shall be the sole responsibility of the CONTRACTOR or CONTRACTOR's insurer. CONTRACTOR'S obligations under this paragraph shall survive termination of this contract.

36) Duty to Abide by Law: CONTRACTOR agrees to abide by all applicable federal, state, and local laws, including codes, licenses, agreements, tariffs, bonding, and insurance requirements. CITY shall not be responsible for claims for additional payment for changes required to comply with any such requirements.

37) Exhibits and Attachments: The CONTRACTOR shall conform to the requirements set forth in the Exhibits and Attachments include in RFP #2020-01. And, as a condition of this agreement, the CONTRACTOR must abide by requirements set forth in the Exhibits and Attachments.

**D. CITY'S Responsibilities:** The CITY, as the owner of the service, shall establish overall management and operational policy for the service. The CITY will periodically consult with CONTRACTOR on operational issues affecting service.

1) Fuel: CITY shall provide fuel.

2) Routing and Scheduling: CITY shall provide routing and scheduling directives for fixed-route service. CONTRACTOR shall provide routing and scheduling for paratransit.

CONTRACTOR is expected to assist CITY in planning service changes including providing a driver to test proposed routing. This assistance is not separately billable and is not considered revenue hours, special bus services or additional services. CONTRACTOR may suggest alternatives to any service changes proposed by CITY, and may also propose service changes or operating efficiencies it believes are appropriate for more efficient or improved services under this Agreement.

3) Bus Stops and Bus Shelters: CITY shall provide bus stops, bus shelters, and related amenities.

4) Maintenance: CITY will replace CITY-owned vehicles, including parts and labor. CITY will provide RTA Fleet Management software, and the accounting software to purchase parts.

5) Tickets/Passes and Schedules: CITY shall coordinate with CONTRACTOR to develop tickets, passes and Fixed and Paratransit schedules/brochures for distribution by CONTRACTOR. CITY provides the accounting software to process ticket sales.

6) Advertising and Marketing: CITY shall coordinate with CONTRACTOR to develop, promote, and distribute advertising and promotional transit materials. CITY shall provide marketing, public relations, and advertising services. CITY'S decisions on all matters relating to advertising shall be final.

DocuSign Envelope ID: D7EB1D9B-31DE-426C-8845-A71D59AC3B09

7) Payment: CITY shall ensure payment of proper charges within thirty (30) days after CONTRACTOR submission of an accurate monthly invoice and/or billing.

8) Maximum Obligation: CITY agrees to pay CONTRACTOR for its services as described the submitted "Cost Proposal Form- Page 1" dated 10/2/2020. The price to be paid by CITY to CONTRACTOR for fixed-route service, supplemental service, and paratransit shall not exceed the amounts as outlined in this proposal unless agreed to in writing by both parties. Effective July 1 of each contract year beyond FY2021, rates shall be adjusted to the multiyear pricing included on this "Cost Proposal Form."

Additional vehicle service hours may be operated upon the written request of the CITY and compensation for such additional service shall be as established therein. CITY shall pay CONTRACTOR for such additional service at the appropriate fixed hourly rate as established in this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the CITY, and such reductions shall reduce the maximum obligation of the CITY referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in the "Cost Proposal Form, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 5a. are increased or reduced cumulatively by more than fifteen percent (15%).

All payments from CITY to CONTRACTOR for future services are contingent on and subject to the availability of Illinois Department of Transportation (IDOT) DOAP funding, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. CITY cannot obligate funds beyond the current fiscal year. It is the intent of the CITY to pay CONTRACTOR for all services operated. CITY shall notify CONTRACTOR if such funds will become unavailable or insufficient for the provision of service, such that CONTRACTOR does not operate service for which CITY cannot pay. Notwithstanding any other provision of this Agreement, no CITY General Fund monies shall be encumbered or otherwise obligated. CITY may terminate this Agreement if IDOT, FTA, or any other transit-related funds are not available or insufficient.

a. Vehicle Service Hours for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard, designated lunch breaks, and fueling time. "Vehicle Service Hours" for paratransit shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs." "First Passenger Pick-Up" shall be defined as the driver's actual arrival time or the "scheduled" pick-up time.

9) Grant Applications. The CITY shall prepare and submit grant applications to support the transit system.

10) Facilities: The CITY shall provide the following operating and maintenance facilities to be utilized by the Contractor during the term of this agreement:

| Base Operations | Facility Address |
|---|---|
| Administrative and Maintenance | 555 E Wood St<br>Decatur, Illinois 62523 |
| Bus Transfer Center & Operation and Paratransit Offices | 353 E Williams St<br>Decatur, Illinois 62523 |
| Bus Storage | 100 Industrial Court<br>Decatur, Illinois 62523 |

a. The CITY and the CONTRACTOR will be responsible for maintenance and upkeep of the facility, excluding any capital upgrades, which shall be the sole responsibility of the CITY. CITY will provide parts for the facility to extent such parts cost $500 or greater; parts for the facility costing less than $500 will be provided by the CONTRACTOR. With CITY's prior approval, CONTRACTOR shall perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.
b. 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, and CONTRACTOR will not be responsible for any condition caused by any party other than CONTRACTOR.
c. CITY will provide premises liability insurance for all existing facilities.
d. CITY will provide access to existing office equipment and services, including telephone service, radios, computers and internet.

11) Vehicles and Equipment: CITY will provide all revenue and existing non-revenue vehicles and related equipment to CONTRACTOR. CITY will provide tools and equipment for maintenance of the revenue and non-revenue fleet. CITY will provide all parts and tires for all fixed route and paratransit vehicles, except those needed as a result of an accident or damage by the CONTRACTOR. CITY will supply all fuel, lubricants and oils for revenue and non-revenue vehicles.

12) Title to Property: All real estate, buildings, buses, motor vehicles and materials and supplies furnished by CITY shall remain the sole property of the CITY.

**E. Termination:** The occurrence of any one or more of the following events shall constitute cause for the CITY to declare the CONTRACTOR in default of its obligations under this Agreement:

DocuSign Envelope ID: D7EB1D9B-31DE-426C-8845-A71D59AC3B09

CONTRACTOR fails to perform, to CITY'S reasonable satisfaction, any material requirement of this Agreement, or is violation of a material provision of this Agreement;

CITY determines that satisfactory performance of this Agreement is substantially endangered or that objective evidence exists that default is likely to occur;

CONTRACTOR becomes subject to any bankruptcy or insolvency proceeding; terminates or suspends its business; CITY reasonably believes CONTRACTOR has become insolvent or unable to pay its obligations as they accrue consistent with applicable law.

CONTRACTOR has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement;

CONTRACTOR has engaged in intentional conduct that has or may expose the CITY to liability, as determined in the CITY'S sole discretion;

If there is an event of default caused by the CONTRACTOR, the CITY shall provide written notice to the CONTRACTOR requesting that the breach or non-compliance be remedied within a reasonable period of time specified in the CITY'S written notice. If the breach or non-compliance is not remedied by the date set forth in the written notice, the CITY may either: a) immediately terminate this Agreement without additional notice; or b) enforce the terms and conditions of this Agreement and seek all available legal and/or equitable remedies. CONTRACTOR shall be entitled to compensation, upon submission of invoices and sufficient proof, for services provided under this Agreement up to and including the date of termination.

CONTRACTOR shall, upon receipt of notice of termination: cease work under this Agreement; and take all necessary or appropriate steps to limit disbursements and minimize costs; furnish a written report within thirty (30 days of the date of the notice of termination, describing the status of all work under the Agreement, and accounting for all CITY funds and property in the possession or control of CONTRACTOR; immediately cease using and return to CITY any personal property or materials provided by CITY to CONTRACTOR; comply with CITY instructions for the timely transfer of services to another provider; cooperate in good faith with the CITY, its employees, agents, and contractors during the transition period between notice of termination and substitution of a replacement contractor; and promptly return to CITY any payments made by CITY to CONTRACTOR for services that were not rendered by CONTRACTOR.

Additionally, either party may terminate this Agreement for any reason, upon not fewer than 180 days prior written notice to other party.

The occurrence of any one or more of the following events shall constitute cause for the CONTRACTOR to declare the CITY in default of its obligations under this Agreement:

CITY fails to perform, to CONTRACTOR'S reasonable satisfaction, any material requirement of this Agreement, or is violation of a material provision of this Agreement;

CITY fails to make timely payments for services rendered, as required herein.

DocuSign Envelope ID: D7EB1D9B-31DE-426C-8845-A71D59AC3B09

If there is an event of default caused by the CITY, the CONTRACTOR shall provide written notice to the CITY requesting that the breach or non-compliance be remedied within a reasonable period of time specified in the CONTRACTOR'S written notice. If the breach or non-compliance is not remedied by the date set forth in the written notice, the CONTRACTOR may terminate this Agreement upon 180 days' notice to CITY.

**F. Notice:** All notices required herein shall be deemed to be made when deposited with the United States Postal Service, postage prepaid, and addressed as follows:

| TO CONTRACTOR: | TO CITY: |
|---|---|
| MV Transportation, Inc. | Decatur Public Transit System |
| Attn: Matt Veach | Attn: Mass Transit Administrator |
| 2711 N. Haskell Ave., Suite 1500 | 555 E. Wood Street |
| Dallas, TX 75204 | Decatur, IL 62523 |

With a copy to: contractsreview@mvtransit.com

Or to such other address as may from time to time be designated in a notice sent to the other party for that purpose.

**G. Assignment:** This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party, not to be unreasonably withheld. However, this Agreement shall be binding upon the successors or assigns or the respective parties.

**H. Entire Contract:** This Agreement, including the documents referenced in the first numbered paragraph hereof, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. Modifications and waivers must be in writing and signed by authorized representatives of the parties hereto. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored, and the remaining provisions of this Agreement shall be interpreted, as far as possible, to give effect to the parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Agreement.

**I. Counterparts:** This agreement 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 emailed copies of manually executed signature pages to the agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

**J. Force Majeure**: CONTRACTOR shall not be liable to CITY for any failure, delay, or interruption of service, or for any failure or delay in the performance of any obligation under this Agreement due to acts of God (including severe weather), governmental restrictions, enemy action, pandemic, strikes, slowdowns, sickouts, lockouts or other work stoppages that are not resolved through binding arbitration; civil commotion, unavoidable casualty, unavailability of

DocuSign Envelope ID: D7EB1D9B-31DE-426C-8845-A71D59AC3B09

fuel or parts, or other similar acts beyond the reasonable control of CONTRACTOR.

**K. No Personal Liability**: No officer, director, or employee of the CITY or of the CONTRACTOR shall be personally liable for the fulfillment of the conditions of this Agreement.

**L. No Joint Venture**: Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived therefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding on another party to this Agreement.

**M. Venue and Jurisdiction:** This Agreement shall will be governed and enforced under the laws of the State of Illinois. The sole jurisdiction and venue for dispute resolution involving any litigation arising out of this Agreement shall be the Circuit Court of Macon County, Illinois.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed, sealed and attested to by their respective corporate officers, effective as of the date first written above.

**CITY:**

City of Decatur, Illinois

By: _____
Julie Moore-Wolfe, Mayor

ATTEST:
BY: _____
Kim Althoff, City Clerk

**CONTRACTOR:**

MV Public Transportation, Inc.

By: DocuSigned by: Marie Meisenbach Graul
CC90F4517A6F42E...
Marie Meisenbach Graul

Its: CFO

ATTEST: DocuSigned by: Brandi LaFoy
By: 1BB2E997D955417...
Brandi LaFoy Contract Administrator

# OFFICE OF CITY MANAGER, TRANSIT DIVISION

January 19, 2021

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

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

**SUBJECT**: Resolution Repealing R2020-183 and Authorizing Execution of an Agreement for Management and Operation of City of Decatur Public Transit Services with MV Transportation

**RECOMMENDATION:** Staff recommends that this item be approved as presented.

**BACKGROUND:** This item was discussed and ultimately the City Council approved entering into an agreement with MV for a turn-key solution on December 21, 2020. The City issued a notice to proceed to MV, while the final executable agreement was pulled together for signatures. The agreement the City Council authorized was never executed by MV. Due to a recent labor issue, between local ATU and MV, they are requesting a modification to the force majeure section of the agreement. Our legal staff has reviewed and modified their initial proposed language, and finds this modification acceptable for the City. This agreement will be retroactive to 1/1/2021, as MV as continued to provide service without interruption.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections, though there are more than 70 current DPTS employees impacted by this recommendation.

**STAFF REFERENCE:** Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov

**BUDGET/TIME IMPLICATIONS:** The minor language modifications do not likely have any direct financial impact on the City budget, versus previously authorized transit agreement.

**Attachments:** Proposed Agreement (minor edits from approved agreement highlighted)

**DATE:** 11/9/2023

**MEMO:** 2023-111

**TO:** **Mayor Julie Moore Wolfe and City Council**

**FROM:** **Scot Wrighton, City Manager**
**Jon Kindseth, Deputy City Manager**
**Matt Newell, P.E., Public Works Director**

**SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Municipal Services Corridor Addition Project, City Project 2023-07A**

**SUMMARY RECOMMENDATION:**
It is recommended that Council adopt the attached resolutions authorizing the following building improvements at the Municipal Services Center and the Decatur Public Library:

1. Resolution awarding the contract for the Municipal Services Center Corridor Addition Project, City Project 2023-07A, to Christy-Foltz, Inc., as the lowest, responsible bidder in the amount of $411,338. The resolution amount includes the bid price of $373,944 plus a 10% contingency of $37,394.

2. Resolution awarding the contract for the Municipal Services Center Roof Rehabilitation Project, City Project 2023-07B, to Top Quality Roofing as the lowest, responsible bidder in the amount of $526,680.00 to install a PVC roof membrane with a PVC rib alternate. The resolution amount includes the bid price of $369,300, plus the contour rib profile alternate of $109,500, and a 10% contingency of $47,880.

3. Resolution awarding the contract for the Decatur Public Library Roof Replacement Project, City Project 2023-26A, to Advanced Commercial Roofing as the lowest, responsible bidder in the amount of $838,464.00 to install a PVC roof membrane. The resolution amount includes the bid price of $698,720 plus a 20% contingency of $139,744.

4. Resolution awarding the contract for the Decatur Public Library Landscaping Wall Replacement Project, City Project 2023-26C, to Christy-Foltz, Inc., as the lowest, responsible bidder in the amount of $239,890. The resolution amount includes the base bid price of $160,325 and Alternate 1 for $57,757 plus a 10% contingency of $21,808.

**BACKGROUND:**
**Municipal Services Center Addition and Roof Improvements –** The MSC was constructed in

1987. A facility study was completed by AEX in 2017. Two of the major items addressed in the study were the condition of the roof and improving the internal circulation.

MSC Roof
The roof is original to the structure and was coated with a water proofing material in 2002. The roof is now in need of major improvements. AEX proposed two options for roof improvements: Thermoplastic Polyoefin (TPO) membrane or a PVC membrane. The recommended option is to go with the PVC membrane which is the more durable alternate.

The architect strongly recommended the addition of the PVC contour rib profile alternate addition to the contract. The MSC roof is sloped such that it is readily visible from the street. Without the rib addition, all blemishes, nail bumps and seams will be very visible. The contour rib addition is proposed to be included.

MSC Corridor Addition
The MSC has two main entryways, one for the Municipal Services Division and the other for the Water Services Division. Staff members must go through the men's and women's restrooms to move between the main office areas. The 2017 AEX facility study recommended that this internal circulation be improved by providing a corridor along the west wall of the building.

**Decatur Public Library Improvements –** The City needs to upgrade the HVAC system for the library. To prepare for this work it is necessary to replace the roof.

Library Roof
AEX prepared designs for two options similar to those provided for the MSC, namely, at TPO membrane or PVC membrane options. The PVC membrane is the recommended option for the library roof.

Library Landscaping Walls
AEX also proposed the replacement of two landscaping walls around the exterior of the library that are failing.

The HVAC replacement bid is expected to be brought to Council for approval in December.

**Letting Results**
The project scope and specifications were prepared by Architectural Expressions, LLP. The projects were advertised on October 11, 2023, and bids were opened on November 8, 2023. The results of the lettings are as follows (bid tabulations attached):

| **Municipal Services Center Corridor** | |
|---|---|
| | **Bid** |
| Christy-Foltz, Inc. | $373,944 |

Three contractors took out bid packages and only one submitted a bid. Christy-Foltz, Inc.,

provided the lowest responsible bid. Christy-Foltz has successfully completed projects of this type for the City. Staff recommends that the City Council approve a contract with Christy-Foltz to perform the Municipal Services Center Corridor Addition Project.

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

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

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

Christy-Foltz proposes to meet the MBE goal with 10% minority subcontractors on this project. They intend adhere to the goal that 18% of total project hours be performed by minority workers.

_____

**Municipal Services Center Roof**

**Base Bids**

| | TPO Membrane | PVC Membrane | TPO Rib Alternate | PVC Rib Alternate |
|---|---|---|---|---|
| Top Quality Roofing | $351,900 | $369,300 | $116,600 | $109,500 |
| Henson Robinson Company | $392,926 | $409,005 | No Bid | $124,363 |
| Advanced Commercial Flooring | $425,000 | $439,475 | $114,975 | $113,400 |
| Wester Specialty Contractors | $489,268 | $514,122 | $174,357 | $207,292 |

Six contractors took out bid packages and four submitted bids. Top Quality Roofing provided the lowest responsible bid. Staff recommends that the City Council approve a contract with Top Quality Roofing to perform the Municipal Services Center Roof Rehabilitation Project.

Top Quality Roofing proposes to meet the MBE goal with a 10% minority supplier for this project. They intend adhere to the goal that 18% of total project hours be performed by minority workers.

_____

**Decatur Public Library Roof Replacement**

**Base Bids**

| Bidder | TPO Membrane | PVC Membrane |
|---|---|---|
| Advanced Commercial Roofing | $697,180 | $698,720 |
| Top Quality Roofing | $769,200 | $797,100 |
| Henson Robinson Company | No Bid | $847,880 |
| Wester Specialty Contractors | $1,028,800 | $1,078,700 |

Four contractors took out bid packages and all four submitted bids. Advanced Commercial Roofing, provided the lowest responsible bid. Staff recommends that the City Council approve a contract to perform the Decatur Public Library Roof Replacement Project.

The roofing contract for the Library includes unit prices to replace damaged roofing insulation areas. The large 20% contingency for this project is provided to allow for unforeseen structural replacement that will be needed during the project.

Advanced Commercial Flooring proposes to meet the MBE goal with a 10% minority supplier for this project. They intend adhere to the goal that 18% of total project hours be performed by minority workers.

---

**Decatur Public Library Landscaping Wall Replacement**

| | Base Bid | Alternate 1 |
|---|---|---|
| Christy-Foltz, Inc. | $160,325 | $57,757 |
| Broeren Russo Builders, Inc. | $350,000 | $135,000 |

Four contractors took out bid packages and two submitted bids. Christy-Foltz, Inc., provided the lowest responsible bid. Christy-Foltz has successfully completed projects of this type for the City. Staff recommends that the City Council approve a contract with Christy-Foltz to perform the Municipal Services Center Corridor Addition Project.

Christy-Foltz proposes to meet the MBE goal with 10% minority subcontractors on this project. They intend adhere to the goal that 18% of total project hours be performed by minority workers.

**Prevailing Wages**
All of the projects will adhere to the prevailing wage requirements of the State of Illinois.

**SCHEDULE:**

The projects are planned to be completed summer of 2024.

**LEGAL REVIEW:** The contracts will be approved by the City Legal Department.

**PRIOR COUNCIL ACTION:**
**April 3, 2023** – The City Council approved Resolution 2023-58 approving an agreement with Architectural Expressions, LLP, for $100,000 for the design and provide construction oversight for Municipal Services Center Improvements.

**April 3, 2023** – The City Council approved Resolution 2023-59 approving an agreement with Architectural Expressions, LLP, for $120,000 for the design and oversee construction for improvements to the Decatur Public Library.

**POTENTIAL OBJECTIONS:** None foreseen.

**STAFF REFERENCE:** Jon Kindseth, Deputy City Manager, Matt Newell, Public Works Director, 424-2747. Jon will be in attendance at the City Council meeting to answer any questions of the Council on these items.

**BUDGET/TIME IMPLICATIONS:**
This expenditure for these projects is included in Fund 45. Staff time is allocated to manage the agreement.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Municipal Services Corridor Addition Project, City Project 2023-07A | Resolution Letter |

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHRISTY-FOLTZ, INC. FOR THE MUNICIPAL SERVICES CORRIDOR ADDITION PROJECT CITY PROJECT 2023-07A**

---

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

Section 1. That the tabulation of bids received for City Project 2023-07A, Municipal Services Center Corridor Addition Project, and presented to the Council herewith, attached hereto as Exhibit A, be received and placed on file.

Section 2. That the bid of Christy-Foltz, Inc., be accepted and a contract awarded accordingly, and that said contract between Christy-Foltz, Inc., and the City of Decatur is for a total amount of $411,338.00 which includes the base bid ($373,944) plus a 10% project contingency ($37,394).

Section 3. That the City Manager or his designee be, and is hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Christy-Foltz, Inc. in the amount of $411,338.00.

PRESENTED and ADOPTED this 20th day of November 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

| | |
|---|---|
| **Project Name: MSC- Corridor Addition**<br>**Project Number: 2023-07A**<br>**Bid Date: 11/08/2023**<br>**Time: 10:00 a.m.**<br>**Fund: 45**<br>**Organization Code: 45484516**<br>**Object Code: 489000** | **Christy-Foltz, Inc.**<br>**740 S. Main St.**<br>**Decatur, IL 62521**<br>**Contact Person**<br>**Brian Blade**<br>(217) 428-8601<br>BRIANB@CHRISTY-FOLTZ.COM |
| **Total BASE BID** | **$373,944.00** |

Paul E. Caswell, P.E., City Engineer

11/14/2023
Date

Exhibit A

**DATE:** 11/9/2023

**MEMO:** 2023-111

**TO:** **Mayor Julie Moore Wolfe and City Council**

**FROM:** **Scot Wrighton, City Manager**
**Jon Kindseth, Deputy City Manager**
**Matt Newell, P.E., Public Works Director**

**SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Top Quality Roofing for the Municipal Services Roof Rehabilitation Project, City Project 2023-07B**

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Resolution Accepting the Bid and Authorizing the Execution of a Contract with Top Quality Roofing for the Municipal Services Roof Rehabilitation Project, City Project 2023-07B | Resolution Letter |

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TOP QUALITY ROOFING FOR THE MUNICIPAL SERVICES CENTER ROOF REHABILITATION PROJECT CITY PROJECT 2023-07B**

---

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

Section 1. That the tabulation of bids received for City Project 2023-07B, Municipal Services Center Roof Rehabilitation Project, and presented to the Council herewith, attached hereto as Exhibit A, be received and placed on file.

Section 2. That the bid of Top Quality Roofing be accepted and a contract awarded accordingly, and that said contract between Top Quality Roofing and the City of Decatur is for a total amount of $526,680.00, which includes the PVC roof base bid ($369,300), the contour rib profile alternate ($109,500) and a 10% project contingency ($47,880).

Section 3. That the City Manager or his designee be, and is hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Top Quality Roofing, in the amount of $526,680.00.

PRESENTED and ADOPTED this 20th day of November 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

| Project Name: MSC- ROOF REPLACEMENT<br>Project Number: 2023-07B<br>Bid Date: 11/08/2023<br>Time: 10:00 A.M.<br>Fund: 45<br>Organization Code: 45484516<br>Object Code: 489000 | TOP QUALITY ROOFING COMPANY<br>1293 S. STATE HIGHWAY 121<br>P.O. BOX 193<br>MT. ZION, IL 62549<br>CONTACT PERSON<br>MALLORY SCHULTZ<br>(217) 864-9483<br>topquality@tqrfg.com | HENSON ROBINSON COMPANY<br>3550 GREAT NORTHERN AVE.<br>SPRINGFIELD, IL 62711<br>CONTACT PERSON<br>CHARLIE RANDLES<br>(217) 544-8451<br>Crandles@henson-robinson.com | TSI /ADVANCED COMMERCIAL ROOFING<br>3611 N. STALEY RD., SUITE #2<br>CHAMPAIGN, IL 61822<br>CONTACT PERSON<br>NANCY CARREON<br>(773) 525-3411<br>nscarreon@comcast.net | WESTERN SPECIALTY CONTRACTORS<br>309 NE ROCK ISLAND AVE.<br>PEORIA, IL 61603<br>CONTACT PERSON<br>DEVON REED<br>(309) 676-2374<br>devonr@westerngroup.com |
|---|---|---|---|---|
| Total BASE BID A -TPO ROOF MEMBRANE | $351,900.00 | $392,926.00 | $425,000.00 | $489,268.00 |
| ALTERNATE A-1-ADD A CONTOUR RIB PROFILE TO BASE BID A | $111,600.00 | No Bid | $114,975.00 | $174,357.00 |
| **Total BASE BID A with ALTERNATE A** | **$463,500.00** | **$0.00** | **$539,975.00** | **$663,625.00** |
| BASE BID B -PVC ROOF MEMBRANE | $369,300.00 | $409,005.00 | $439,475.00 | $514,122.00 |
| ALTERNATE B-1-ADD A CONTOUR RIB PROFILE TO BASE BID B | $109,500.00 | $124,363.00 | $113,400.00 | $207,292.00 |
| **Total BASE BID B with ALTERNATE B** | **$478,800.00** | **$533,368.00** | **$552,875.00** | **$721,414.00** |

Paul E. Caswell, P.E., City Engineer

11/14/23
Date

Exhibit A

**DATE:** 11/13/2023

**MEMO:** 2023-111

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

**FROM:** **Scot Wrighton, City Manager**
**Jon Kindseth, Deputy City Manager**
**Matt Newell, P.E., Public Works Director**

**SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Advanced Commercial Roofing for the Decatur Public Library Roof Replacement Project, City Project 2023-26A**

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Resolution Accepting the Bid and Authorizing the Execution of a Contract with Advanced Commercial Roofing for the Decatur Public Library Roof Replacement Project, City Project 2023-26A | Resolution Letter |

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ADVANCED COMMERCIAL ROOFING FOR THE DECATUR PUBLIC LIBRARY ROOF REPLACEMENT PROJECT CITY PROJECT 2023-26A**

---

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

Section 1. That the tabulation of bids received for City Project 2023-26A, Decatur Public Library Roof Replacement Project, and presented to the Council herewith, attached hereto as Exhibit A, be received and placed on file.

Section 2. That the bid of Advanced Commercial Roofing be accepted and a contract awarded accordingly, and that said contract between Top Quality Roofing and the City of Decatur is for a total amount of $838,464.00 which includes the PVC roof base bid ($698,720) and a 20% project contingency ($139,744).

Section 3. That the City Manager or his designee be, and is hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Advanced Commercial Roofing, in the amount of $838,464.00.

PRESENTED and ADOPTED this 20th day of November 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A

| Project Name: Decatur Public Library-Roof Replacement<br>Project Number: 2023-26A<br>Bid Date: 11/08/2023<br>Time: 10:00 A.M.<br>Fund: 45<br>Organization Code: 45484516<br>Object Code: 489000 | TSI Commercial Flooring<br>Advanced Commercial Roofing<br>3611 N. Staqley Road, Suite #2<br>Champaign, IL 61822<br><br>Contact Person<br>Marci Smith<br>(217) 344-8300<br>info@tsicfcacr.com | Top Quality Roofing Company<br>1293 W State Highway 121<br>P.O. Box 193<br>Mt. Zion, IL 62549<br><br>Contact Person<br>Mallory Schultz<br>(217) 864-9483<br>top-quality@tqrfg.com | Henson Robinson Company<br>3550 Great Northern Ave.<br>Springfield, IL 62711<br><br>Contact Person<br>C.J. Wood<br>(217) 544-8451<br>cwood@henson-robinson.com | Western Specialty Contractors<br>309 NE Rock Island Ave.<br>Peoria, IL 691603<br><br>Contact Person<br>Devon Reed<br>(309) 676-2374<br>devonr@westerngroup.com |
|---|---|---|---|---|
| BASE BID A -TPO ROOF MEMBRANE | $697,180.00 | $769,200.00 | No Bid | $1,028,800.00 |
| BASE BID B -PVC ROOF MEMBRANE | $698,720.00 | $797,100.00 | $847,880.00 | $1,078,700.00 |

Paul E. Caswell, P.E., City Engineer

11/14/23
Date

**DATE:** 11/9/2023

**MEMO:** 2023-111

**TO:** **Mayor Julie Moore Wolfe and City Council**

**FROM:** **Scot Wrighton, City Manager**
**Jon Kindseth, Deputy City Manager**
**Matt Newell, P.E., Public Works Director**

**SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Decatur Public Library Landscaping Wall Replacement Project, City Project 2023-26C**

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Decatur Public Library Landscaping Wall Replacement Project, City Project 2023-26C | Resolution Letter |

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHRISTY-FOLTZ, INC., FOR THE DECATUR PUBLIC LIBRARY LANDSCAPING WALL REPLACEMENT PROJECT CITY PROJECT 2023-26C**

---

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

Section 1. That the tabulation of bids received for City Project 2023-07B, Municipal Services Center Roof Rehabilitation Project, and presented to the Council herewith, attached hereto as Exhibit A, be received and placed on file.

Section 2. That the bid of Christy-Foltz, Inc., be accepted and a contract awarded accordingly, and that said contract between Christy-Foltz, Inc., and the City of Decatur is for a total amount of $239,890.00 which includes the base bid ($160,325), the addition of the northwest planter, Alternate 1 ($57,757) and a 10% project contingency ($21,808).

Section 3. That the City Manager or his designee be, and is hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Christy-Foltz, Inc. in the amount of $239,890.00.

PRESENTED and ADOPTED this 20th day of November 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

| Project Name: Decatur Public Library-Landscaping Wall Replacement<br>Project Number: 2023-26C<br>Bid Date: 11/08/2023<br>Time: 10:00 a.m.<br>Fund: 45<br>Organization Code: 45484516<br>Object Code: 489000 | Christy-Foltz, Inc<br>740 S. Main St.<br>Decatur, IL 62521<br>Contact Person<br>Brian Blade<br>(217) 428-8601<br>brianb@christy-foltz.com | Broeren Russo Builders, Inc.<br>602 N Country Fair Drive<br>Champaign, IL 61821<br>Contact Person<br>Amy Bergman<br>(217) 352-4232<br>abergman@broeren-russo.com |
|---|---|---|
| Total Base Bid | $160,325.00 | $350,000.00 |
| Alternate 1 - Northwest Planter | $57,757.00 | $135,000.00 |
| **Total BASE BID with ALTERNATE 1** | **$218,082.00** | **$485,000.00** |

Paul E. Caswell, P.E., City Engineer

11/14/23
Date

Exhibit A

**DATE:** 11/9/2023

**MEMO:** 2023-110

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

**FROM:** **Scot Wrighton, City Manager**
**Matthew C. Newell, P.E., Public Works Director**

**SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for the William Street Railroad Crossing Closure Project, City Project 2022-37, Section No. 22-00237-00-IC**

**SUMMARY RECOMMENDATION:**
It is recommended that the City Council approve the resolution awarding the contract for the William Street Railroad Crossing Closure Project, City Project 2022-37, to Kinney Contractors, Inc. as the lowest, responsible bidder in the amount of $163,944.50 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of $163,944.50 as the low bid plus $36,055.50 for project contingencies. The contract documents excluding project specific drawings, conditions, and provisions are attached.

**BACKGROUND:**
**Project Description**
The William Street Railroad Crossing Closure Project, City Project 2022-37, Section No. 22-00237-00-IC will consist of permanently closing the existing crossing by removing pavement and replacing it with green space. The project will re-configure the curbing and striping to eliminate the ability to cross the tracks using eastbound William Street (see attached location map). Traffic will still be able to continue utilizing William Street westbound to enter northbound 22nd Street.

**Letting Results**
The project scope and specifications were prepared by the Engineering Division and approved by the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax funds. The project was advertised on October 25, 2023, and November 1, 2023, and bids were opened on November 8, 2023. The results of the letting are as follows (bid tabulation attached):

| **Bidder** | **Bid Price** | **Compared to Engineer's Est. Over (Under)** |
|---|---|---|
| **Kinney Contractors** | **$163,944.50** | **12.23%** |
| **Engineer's Estimate** | **$146,077.00** | **------** |

Three contractors took out bid packages and only one submitted a bid. Kinney Contractors provided the lowest responsible bid at 12.23% over the engineer's estimate. After review, it is recommended to proceed as delaying the project is not expected to lower the bid price and the crossing is currently under a temporary closure that requires City maintenance. The bid is within the funding approved by the Illinois Commerce Commission and is provided in the budget. Kinney Contractors has successfully completed many projects of this type for the City. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation (IDOT) for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax funds.

**SCHEDULE:**

Following approval of the contract by the City Council the contracts will be forwarded to IDOT in Effingham for approval. Work on this project will begin after a "Notice to Proceed" has been issued from the City. The William Street Railroad Crossing Closure project is scheduled to be complete by the end of June 2024.

**LEGAL REVIEW:** The specifications for the William Street Railroad Crossing Closure project were reviewed by Legal on September 13, 2023.

**PRIOR COUNCIL ACTION:**
**June 20, 2023 –** Council approved Resolution R2023-127 appropriating $200,000 of Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

**April 17, 2023** – City Council approved Resolution R2023-72, authorizing stipulated agreement No. 2271 with the Illinois Commerce Commission, the Decatur & Eastern Illinois Railroad, and the Illinois Department of Transportation concerning voluntary vacation and permanent closure of the William Street highway-rail grade crossing of Decatur & Eastern Illinois Railroad's track (AAR/DOT #154643W, railroad milepost BD-276.13).

**POTENTIAL OBJECTIONS:** There are no known objections to this resolution and bid award.

**INPUT FROM OTHER SOURCES:**
Illinois Department of Transportation, Illinois Commerce Commission, and Decatur & Eastern Illinois Railroad.

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

**BUDGET/TIME IMPLICATIONS:**

**Budget Impact:** It is proposed that a total project expenditure of $200,000 be authorized. This amount represents the low bid amount of $163,944.50 plus $36,055.50 for project contingencies. The Grade Crossing Protection Fund will reimburse up to $180,000 once work is complete and this project qualifies for $40,000 in incentive payments from the Illinois Department of Transportation and Decatur & Eastern Railroad.

**Staff Impact:** Staff time has been allocated for this project in the Capital Improvement Plan.

**MINORITY PARTICIPATION GOALS ON STATE MOTOR FUEL TAX FUNDED PROJECTS:**

The City receives State Motor Fuel Tax funds which are used to perform contract maintenance on streets and bridges on a regular basis. The expenditure of State MFT funds is highly regulated by the Illinois Department of Transportation. The City's minority participation goals may not be applied to State MFT projects.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for the William Street Railroad Crossing Closure Project, City Project 2022-37, Section No. 22-00237-00-IC | Resolution Letter |
| Bid Tab | Backup Material |
| Location Map | Backup Material |

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH KINNEY CONTRACTORS, INC. FOR THE WILLIAM STREET RAILROAD CROSSING CLOSURE PROJECT**
**CITY PROJECT 2022-37**
**SECTION NO. 22-00237-00-IC**

---

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

Section 1. That the tabulation of bids received for City Project 2022-37, William Street Railroad Crossing Closure Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Kinney Contractors, Inc. be accepted and a contract awarded accordingly, and that said contract between Kinney Contractors and the City of Decatur is for a total amount of $200,000.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Kinney Contractors, Inc. attached hereto as Exhibit A and made part hereof, for said plan, in the amount of $200,000.

PRESENTED and ADOPTED this 20th day of November, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A

Illinois Department of Transportation

## Local Public Agency Formal Contract

Contractor's Name: Kinney Contractors, Inc.

Contractor's Address: 19342 E Frontage Road | City: Raymond | State: IL | Zip Code: 62560

STATE OF ILLINOIS

Local Public Agency: City of Decatur | County: Macon | Section Number: 22-00237-00-IC

Street Name/Road Name: East William Street | Type of Funds: MFT and GCPF

☒ CONTRACT BOND (when required)

---

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of HighwaysSignature & Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date

Official Title: Mayor

**Department of Transportation**

☐ Concurrence in approval of award

Regional Engineer Signature & Date

| Local Public Agency | Local Street/Road Name | County | Section Number |
|---|---|---|---|
| City of Decatur | East William Street | Macon | 22-00237-00-IC |

1. THIS AGREEMENT, made and concluded the 20th (Day) day of November (Month and Year) between the City (Local Public Agency Type) of Decatur (Local Public Agency), known as the party of the first part, and Kinney Contractors, Inc. (Contractor), its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00237-00-IC (Section Number) in City of Decatur (Local Public Agency), approved by the Illinois Department of Transportation on _____ (Date), are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City (Local Public Agency Type) of Decatur (Name of Local Public Agency)

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

*(If a Corporation)*

Corporate Name

President, Party of the Second Part Signature & Date

By:

(SEAL, if required by the LPA)

*(If a Limited Liability Corporation)*

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

*(If a Partnership)*

Partner Signature & Date

Attest:

Secretary Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of

(SEAL, if required by the LPA)

Party of the Second Part

*(If an individual)*

Party of the Second Part Signature & Date

Illinois Department of Transportation

# Contract Bond

| Local Public Agency | County | Street Name/Road Name | Section Number |
|---|---|---|---|
| City of Decatur | Macon | East William Street | 22-00237-00-IC |

Bond information to be returned to Local Public Agency at One Gary K Anderson Plaza .
Complete Address

We, Kinney Contractors, Inc.
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of

One Hundred Sixty-Three Thousand, Nine Hundred Forty-Four and 50/100----------

Dollars ( $163,944.50 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of November, 2023 .
Day Month and Year

## PRINCIPAL

| Company Name | Company Name |
|---|---|
| | |
| By | By |
| Signature & Date | Signature & Date |
| | |
| Attest | Attest |
| Signature & Date | Signature & Date |
| | |

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL

COUNTY OF _____

I, _____ , a Notary Public in and for said county, do hereby certify that
Notary Name

_____
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ .
Day Month, Year

Notary Public Signature & Date

(SEAL)

Date commission expires _____

**SURETY**

Name of Surety

Title

By:

STATE OF IL

COUNTY OF _____

I, _____ , a Notary Public in and for said county, do hereby certify that
Notary Name

_____
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of November, 2023 .
Day Month, Year

Notary Public Signature & Date

(SEAL)

Date commission expires _____

Approved this _____ day of November, 2023 .
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Clerk
Local Public Agency Type

Awarding Authority

Awarding Authority Signature & Date

Illinois Department of Transportation

**Local Public Agency**
**Formal Contract Proposal**

## COVER SHEET

**Proposal Submitted By:**

Contractor's Name: Kinney Contractors, Inc.

Contractor's Address: 19342 E Frontage Road | City: Raymond | State: IL | Zip Code: 62560

STATE OF ILLINOIS

Local Public Agency: City of Decatur | County: Macon | Section Number: 22-00237-00-IC

Route(s) (Street/Road Name): East William Street | Type of Funds: MFT and GCPF

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved
**For Local Public Agency:**

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date: 10/3/23

Official Title: City Engineer

**Department of Transportation**

Released for bid based on limited review

Regional Engineer Signature & Date: 10/12/23

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

| Local Public Agency | County | Section Number | Route(s) (Street/Road Name) |
|---|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC | East William Street |

## NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Purchasing Division (Name of Office)

1 Gary K. Anderson Plaza, Decatur, IL 62523 (Address) until 10:00 AM (Time) on 11/08/23 (Date).

Sealed proposals will be opened and read publicly at the office of City Engineering (Name of Office)

1 Gary K. Anderson Plaza, Decatur, IL 62523 (Address) at 10:00 AM (Time) on 11/08/23 (Date).

### DESCRIPTION OF WORK

| Location | Project Length |
|---|---|
| East William Street | .04 miles |

Proposed Improvement

The proposed project consists of removing PCC pavement and realign curbs, sidewalks, and storm sewer in order to close the William Street railroad crossing.

1. Plans and proposal forms will be available in the office of

Decatur Blue Print, Inc.
230 W. Wood Street
Decatur, IL 62523 IDOT Certificate of Eligibility Required

2. ☒ Prequalification

   If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
   e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

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

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

| Local Public Agency | County | Section Number | Route(s) (Street/Road Name) |
|---|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC | East William Street |

## PROPOSAL

1. Proposal of Kinney Contractors Inc
Contractor's Name
19342 E Frontage Road Raymond, IL .
Contractor's Address

2. The plans for the proposed work are those prepared by City of Decatur Engineering Division and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 30 working days or by _____ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Decatur Treasurer of _____.
The amount of the check is _____ (_____).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 22-00237-00-IC .

| Local Public Agency | County | Section Number | Route(s) (Street/Road Name) |
|---|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC | East William Street |

## CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

| Local Public Agency | County | Section Number | Route(s) (Street/Road Name) |
|---|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC | East William Street |

## SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name: Kinney Contractors Inc

Signature & Date:

Title: Vice President

Business Address: 19342 S Frontage Road

City: Raymond | State: IL | Zip Code: 62560

Insert Names of Officers

President: William Kinney

Attest:

Secretary

Secretary

Treasurer

Illinois Department of Transportation

## Schedule of Prices

Contractor's Name: Kinney Contractors Inc

Contractor's Address: 19842 E Frontage Road | City: Raymond | State: IL | Zip Code: 62560

Local Public Agency: City of Decatur | County: Macon | Section Number: 22-00237-00-IC

Route(s) (Street/Road Name): East William Street

**Schedule for Multiple Bids**

| Combination Letter | Section Included in Combinations | Total |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications.)

| Item Number | Items | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 21101620 | TOPSOIL F & P 5 | SQ YD | 32.4 | 37 | 1,198.80 |
| 21101655 | TOPSOIL F & P 14 | SQ YD | 378.9 | 85 | 32206.50 |
| 25000110 | SEEDING CL 1A | ACRE | .12 | 9000 | 1080.00 |
| 25100127 | MULCH METHOD 3A | ACRE | .12 | 20000 | 2400.00 |
| 28000500 | INLET & PIPE PROTECT | EACH | 2.0 | 275 | 550.00 |
| 35101400 | AGG BASE CSE B | TON | 17.30 | 150 | 2595.00 |
| 42000300 | PCC PVT 8 | SQ YD | 23.4 | 250 | 5850.00 |
| 42400200 | PC CONC SIDEWALK 5 | SQ FT | 458.1 | 30 | 13,743.00 |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 20.0 | 50 | 1,000.00 |
| 44000100 | PAVEMENT REM | SQ YD | 337.1 | 50 | 16,855.00 |
| 44000200 | DRIVE PAVEMENT REM | SQ YD | 6.7 | 50 | 335.00 |
| 44000500 | COMB CURB GUTTER REM | FOOT | 206.8 | 30 | 6204.00 |
| 44000600 | SIDEWALK REM | SQ FT | 564.0 | 10 | 5640.00 |
| 44003100 | MEDIAN REMOVAL | SQ FT | 566.0 | 20 | 11,320.00 |
| 44201298 | DOWEL BARS 1 1/4 | EACH | 16.0 | 50 | 800.00 |
| 44213200 | SAW CUTS | FOOT | 360.0 | 10 | 3600.00 |
| 44213204 | TIE BARS 3/4 | EACH | 80.0 | 20 | 1600.00 |
| 550B0340 | STORM SEW CL B 2 12 | FOOT | 52.0 | 185 | 9620.00 |
| 60235700 | INLETS TA T3F&G | EACH | 1.0 | 4,000 | 4,000.00 |
| 60256400 | MAN ADJ NEW T8G | EACH | 1.0 | 1300 | 1,300.00 |

| Local Public Agency | County | Section Number | Route(s) (Street/Road Name) |
|---|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC | East William Street |

| Item Number | Items | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 60261000 | INLETS ADJ NEW T8G | EACH | 1.0 | 1,300 | 1300 |
| 60604500 | COMB CC&G TB6.18 AEP | FOOT | 207.7 | 136 | 28247.20 |
| 73700200 | REM CONC FDN-GR MT | EACH | 1.0 | 2000 | 2000 |
| X6020399 | CONNECT EX MANHOLE | EACH | 1.0 | 3000 | 3000 |
| Z0048665 | RR PROT LIABILITY INS | L SUM | 1.0 | 7500 | 7500 |
| | | | | Bidder's Total Proposal | $163944.50 |

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Illinois Department of Transportation

# Local Public Agency Proposal Bid Bond

| Local Public Agency | County | Section Number |
|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC |

WE, KINNEY CONTRACTORS, INC. as PRINCIPAL, and Selective Insurance Company Of America as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th (Day) of November 2023 (Month and Year)

**Principal**

| Company Name | Signature | Date | Title |
|---|---|---|---|
| KINNEY CONTRACTORS, INC. | By: Robert Kinney | 11/7/23 | Vice President |

| Company Name | Signature | Date | Title |
|---|---|---|---|
| N/A | By: | | |

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

**Surety**

| Name of Surety | Signature of Attorney-in-Fact | Date |
|---|---|---|
| Selective Insurance Company Of America | By: Samuel Duchow | 11/06/2023 |

Samuel Duchow

STATE OF Wisconsin
COUNTY OF St. Croix

I Molli Hansen, a Notary Public in and for said county do hereby certify that Samuel Duchow
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th (Day) day of November 2023 (Month and Year).

NOTARY PUBLIC (SEAL) MOLLI J. HANSEN STATE OF WISCONSIN

Notary Public Signature

Date commission expires 20-Oct-2024

| Local Public Agency | County | Section Number |
|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC |

ELECTRONIC BID BOND

☒ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

Company/Bidder Name: Kinney Contractors Inc

Signature: Robert Kinney

Date: 11/7/23

Title: Vice President

SELECTIVE
BE UNIQUELY INSURED℠

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

**BondNo.B 1295272**

# POWER OF ATTORNEY

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Samuel Duchow**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **30000000**

Signed this **6th** day of **November**, **2023**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

**STATE OF NEW JERSEY :**
**:ss. Branchville**
**COUNTY OF SUSSEX :**

On this **6th** day of **November**, **2023** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. **B 1295272**

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **6th** day of **November**, **2023**.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

Illinois Department of Transportation

# Apprenticeship and Training Program Certification

| Local Public Agency | County | Street Name/Road Name | Section Number |
|---|---|---|---|
| City of Decatur | Macon | East William Street | 22-00237-00-IC |

**All contractors are required to complete the following certification**

☒ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

IL Laborers & Contractors Joint Apprenticeship/Training Dept Fund
OP Engineers Apprenticeship & Skills Improvement Committee for Central
Local #8 Joint Apprenticeship Training Fund IL Teamster/Employer Apprenticeship Training Program DC

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Kinney Contractors Inc.

Signature & Date: [signature] 11/7/23

Title: Vice President

| Address | City | State | Zip Code |
|---|---|---|---|
| 19342 E Frontage Road | Raymond | IL | 62560 |


Page 10 of 1924

Illinois Department of Transportation

## Affidavit of Illinois Business Office

| Local Public Agency | County | Street Name/Road Name | Section Number |
|---|---|---|---|
| City of Decatur | Macon | East William Street | 22-00237-00-IC |

I, Robert Kinney (Name of Affiant) of Springfield (City of Affiant), Illinois (State of Affiant), being first duly sworn upon oath, state as follows:

1. That I am the Vice Resident (Officer or Position) of Kinney Contractors Inc (Bidder)

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under the proposal described above, Kinney Contractors Inc (Bidder), will maintain a business office in the State of Illinois, which will be located in Montgomery (County) County, Illinois.

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date: 11/7/23

Print Name of Affiant: Robert Kinney

**Notary Public**

State of IL

County Montgomery

Signed (or subscribed or attested) before me on 11/7/23 (date) by

Calene Slightom (name/s of person/s), authorized agent(s) of

Kinney Contractors Inc (Bidder).

OFFICIAL SEAL
CALENE SLIGHTOM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/14/2024
(SEAL)

Notary Public Signature & Date: Calene Slightom

My commission expires 9/14/2024

## NON-COLLUSION AFFIDAVIT

STATE OF Illinois )
) ss
COUNTY OF Montgomery )

**RETURN WITH BID**

Robert Kinney, being first duly sworn, deposes and says that they are Vice President (sole owner, partner, president, secretary, etc.) of Kinney Contractors Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

OFFICIAL SEAL
CALENE SLIGHTOM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/14/2024

Signed: Robert Kinney
Vice President
Title

Subscribed and sworn to before me this 7th day of November, 2023.

(SEAL) Calene Slightom
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

Illinois Department of Transportation

# Check Sheet for Recurring Special Provisions

| Local Public Agency | County | Section Number |
|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC |

☐ **Check this box for lettings prior to 01/01/2023.**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

| Check Sheet # | | | Page No. |
|---|---|---|---|
| 1 | ☐ | Additional State Requirements for Federal-Aid Construction Contracts | 53 |
| 2 | ☐ | Subletting of Contracts (Federal-Aid Contracts) | 56 |
| 3 | ☐ | EEO | 57 |
| 4 | ☐ | Specific EEO Responsibilities Non Federal-Aid Contracts | 67 |
| 5 | ☐ | Required Provisions - State Contracts | 72 |
| 6 | ☐ | Asbestos Bearing Pad Removal | 78 |
| 7 | ☐ | Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal | 79 |
| 8 | ☐ | Temporary Stream Crossings and In-Stream Work Pads | 80 |
| 9 | ☐ | Construction Layout Stakes | 81 |
| 10 | ☐ | Use of Geotextile Fabric for Railroad Crossing | 84 |
| 11 | ☐ | Subsealing of Concrete Pavements | 86 |
| 12 | ☐ | Hot-Mix Asphalt Surface Correction | 90 |
| 13 | ☐ | Pavement and Shoulder Resurfacing | 92 |
| 14 | ☐ | Patching with Hot-Mix Asphalt Overlay Removal | 93 |
| 15 | ☐ | Polymer Concrete | 95 |
| 16 | ☐ | Reserved | 97 |
| 17 | ☐ | Bicycle Racks | 98 |
| 18 | ☐ | Temporary Portable Bridge Traffic Signals | 100 |
| 19 | ☐ | Nighttime Inspection of Roadway Lighting | 102 |
| 20 | ☐ | English Substitution of Metric Bolts | 103 |
| 21 | ☐ | Calcium Chloride Accelerator for Portland Cement Concrete | 104 |
| 22 | ☐ | Quality Control of Concrete Mixtures at the Plant | 105 |
| 23 | ☐ | Quality Control/Quality Assurance of Concrete Mixtures | 113 |
| 24 | ☐ | Reserved | 129 |
| 25 | ☐ | Reserved | 130 |
| 26 | ☐ | Temporary Raised Pavement Markers | 131 |
| 27 | ☐ | Restoring Bridge Approach Pavements Using High-Density Foam | 132 |
| 28 | ☐ | Portland Cement Concrete Inlay or Overlay | 135 |
| 29 | ☐ | Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching | 139 |
| 30 | ☐ | Longitudinal Joint and Crack Patching | 142 |
| 31 | ☐ | Concrete Mix Design - Department Provided | 144 |
| 32 | ☐ | Station Numbers in Pavements or Overlays | 145 |

| Local Public Agency | County | Section Number |
|---|---|---|
| City of Decatur | Macon | 22-00237-00-IC |

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

| Check Sheet # | | | Page No. |
|---|---|---|---|
| LRS 1 | | **Reserved** | 147 |
| LRS 2 | ☐ | Furnished Excavation | 148 |
| LRS 3 | ☒ | Work Zone Traffic Control Surveillance | 149 |
| LRS 4 | ☐ | Flaggers in Work Zones | 150 |
| LRS 5 | ☒ | Contract Claims | 151 |
| LRS 6 | ☒ | Bidding Requirements and Conditions for Contract Proposals | 152 |
| LRS 7 | ☐ | Bidding Requirements and Conditions for Material Proposals | 158 |
| LRS 8 | | **Reserved** | 164 |
| LRS 9 | ☐ | Bituminous Surface Treatments | 165 |
| LRS 10 | | **Reserved** | 169 |
| LRS 11 | ☒ | Employment Practices | 170 |
| LRS 12 | ☒ | Wages of Employees on Public Works | 172 |
| LRS 13 | ☒ | Selection of Labor | 174 |
| LRS 14 | ☐ | Paving Brick and Concrete Paver Pavements and Sidewalks | 175 |
| LRS 15 | ☒ | Partial Payments | 178 |
| LRS 16 | ☐ | Protests on Local Lettings | 179 |
| LRS 17 | ☒ | Substance Abuse Prevention Program | 180 |
| LRS 18 | ☐ | Multigrade Cold Mix Asphalt | 181 |
| LRS 19 | ☐ | Reflective Crack Control Treatment | 182 |

**GENERAL CONDITIONS**
**INDEX FOR**
**GENERAL CONDITIONS**
**SPECIAL PROVISIONS**
**SUPPLEMENTAL SPECIFICATIONS**

Index .....1

## GENERAL CONDITIONS

GC-1 Permits .....2
GC-2 Photographs of Existing Conditions .....2
GC-3 Use of Fire Hydrants .....2
GC-4 Utilities .....2
GC-5 Method of Payment .....3
GC-6 Prevailing Wage Rates .....3

## SPECIAL PROVISIONS

SP-1 Description of Work .....4
SP-2 Traffic Control .....4-5
SP-3 Longitudinal Joints .....5
SP-4 Restoration and Seeding .....5
SP-5 Contaminant Control and Inlet Protection .....6
SP-6 Schedule of Work .....6
SP-7 Sidewalks, Curbs, and Curb Ramps .....6
SP-8 Utilities to be Adjusted .....6-7
SP-9 Connection to Existing Manhole .....7

## SUPPLEMENTAL SPECIFICATIONS

Section 107 Legal Regulations and Responsibility to the Public .....8

## GC-1 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be included with the related pay items in the contract.

## GC-2 PHOTOGRAPHS OF EXISTING CONDITIONS

The Contractor shall provide video of existing facilities along the route or area of all construction, prior to start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The videos shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration, and/or preservation of existing surfaces have been complied with. In areas with on-street parking, it will be necessary to video tape at a time when a majority of parking spaces are clear of vehicles so that existing facilities, including utilities, are unobstructed from view. One copy of the video, either on a DVD or USB flash drive, shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

## GC-3 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor within the City of Decatur, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone 217-875-5705. The permit will be issued at no charge to the Contractor.

## GC-4 UTILITIES

Contractor shall contact JULIE (1-800-892-0123) prior to digging to locate underground utilities. Contacts for area utilities are as follows but may not be limited to those listed below:

| | |
|---|---|
| City of Decatur | 217-424-2747 |
| Sanitary District of Decatur | 217-422-6931 |
| Ameren Illinois | 217-362-2255 |
| Comcast | 217-424-8450 |
| AT&T | 217-429-8596 |
| Windstream | 217-876-7194 |
| Verizon | 309-663-3131 |
| Metro Communications | 217-728-9056 |

## GC-5 METHOD OF PAYMENT

Requests for partial payment may be submitted, in writing, at least once each month by the Contractor to the Engineer. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

## GC-6 PREVAILING WAGE RATES

The Contractor shall supply all weekly prevailing wage documentation, (weekly certified payroll) for both the prime Contractor and their subcontractors.

**END OF GENERAL CONDITIONS**

## SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the William Street Railroad Crossing Closure Project, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### SP-1 DESCRIPTION OF WORK

The proposed improvement, designated as Section 22-00237-00-RP, City Project 2022-37, consists of removing pcc pavement, median, sidewalk, and curb and gutter. Installing sidewalk ramps, curb and gutter, and storm sewer. Furnish and place topsoil, utilities adjustments, and seeding.

### SP-2 TRAFFIC CONTROL

**Description:** Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Devices for Streets and Highways, these Standard Specifications, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 and Sections 701, 702, and 703 of the Standard Specifications for Road and Bridge Construction and the following highway standards relating to traffic control:

| | | | | | |
|---|---|---|---|---|---|
| Highway Standards: | 701301 | 701427 | 701501 | 701701 | 701801 |
| | 701901 | | | | |

In the event that it is necessary to close the lane and/or street, the Engineer shall be consulted to obtain permission at least 48 working hours in advance of the proposed lane and/or street closing. **All appropriate lane closure permits shall be filed with the appropriate jurisdiction prior to any street/lane closures.** In addition, at the end of every work day the lane and/or street shall be opened to local traffic unless approved by the Engineer. When lanes or roads must be closed for multiple days and nights, work must take place every day there is a closure, weather permitting. It will not be permitted to leave the road in an un-passable condition without active work taking place, unless given pre-approval by the Engineer. It shall be the responsibility of the Contractor to notify the Engineer, who will in turn, notify all forms of local media of the schedule of street closures for the following week, after receiving the approval by the Engineer. A copy of the notification will be provided to the Contractor.

Traffic control standards shall be applied as directed by the Engineer. Suggested applications for each standard are as follows:

Traffic Standard 701301: This standard shall be utilized for short term intermittent operations on William Street.

## SP-2 TRAFFIC CONTROL (CONTINUED)

Traffic Standard 701427: This standard shall be utilized for short-term intermittent operations on Route 36.

Traffic Standard 701501: This standard shall be utilized for lane closures on two-lane two-way streets.

Traffic Standard 701701: This standard shall be utilized for lane closures within multi-lane intersections.

Traffic Standard 701801: This standard shall be utilized for sidewalk closures.

Traffic Standard 701901: Shall be used for the applicable traffic control devices needed.

All additional traffic control as required in the standard details that are not specifically provided for herein will be considered as included with the various pay items requiring traffic control.

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath for installation of temporary "No Parking" signs.

**Basis of Payment:** All labor and materials necessary to comply with this special provision will not be paid for separately but will be included with related work items.

## SP-3 LONGITUDINAL JOINTS

**Description:** Longitudinal joints for finished surface courses of HMA and concrete pavements shall be between 3 inches and 1 foot off the proposed edge of lane.

**Basis of Payment:** Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

## SP-4 RESTORATION AND SEEDING

**Description:** Existing grass areas disturbed by construction or removal of the various work items under this contract shall be restored by properly filling and grading all disturbed areas with soil that is properly prepared for seed application and then seeding and mulching the area in accordance with Sections 250 and 251 of the Standard Specifications for Class 1A Seeding and Method 3A Mulching as directed by the Engineer. Fertilizer will not be required.

**Basis of Payment:** All labor and materials necessary to complete this work will be paid for at the contract unit price per ACRE for SEEDING, CLASS 1A and MULCH, METHOD 3A. Fertilizer will not me measured for payment.

## SP-5 CONTAMINANT CONTROL AND INLET PROTECTION

**Description:** Care should be used to help minimize any sediment or other fine materials leaving the job site. Any open inlet or catch basin shall be protected from sediment infiltration using the standards outlined in the Illinois Urban Manual for INLET PROTECTION or by using an equivalent approved by the Engineer. Inlets shall be protected before any sawing, excavation, or pavement removal commences. Concrete shall be washed out in an approved lined container that complies with the Illinois Urban Manual standards.

**Basis of Payment:** All labor and materials necessary to install inlet protection shall be paid for at the contract unit price per EACH for INLET AND PIPE PROTECTION. Concrete washout areas will not be paid for separately but shall be considered as included with other concrete pay items.

## SP-6 SCHEDULE OF WORK

**Description:** The General Contractor and All Sub-Contractors shall furnish in writing, or electronic form, a weekly schedule by 12:00 P.M., Thursday, prior to the week being scheduled, so all media, safety services and other divisions can be notified. All work shall be approved by the Engineer.

**Basis of Payment:** Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

## SP-7 SIDEWALKS, CURBS, AND CURB RAMPS

**Description:** Any potential trip hazards greater than 1/4" cannot be left when opening the sidewalk to pedestrian traffic. If needed, temporary ramp material may be used to fill in the gap left prior to complete the various other work items. All excavation necessary to set curb and sidewalk at the proper grades to achieve ADA compliance will be considered included in the corresponding work items**.**

**Basis of Payment:** Sidewalk work will be considered included with applicable sidewalk pay items.

## SP-8 UTILITIES TO BE ADJUSTED

**Description:** This work will consist of adjusting manholes and inlets in accordance with Sections 602 of the Standard Specifications and as modified herein.

**Trench backfill:** When the utility falls within 2 feet of the proposed pavement, curb & gutter, or sidewalk, compacted CA-6 or a Controlled Low-Strength Material shall be used according to Section 1019 of the Standard Specifications.

## SP-8 UTILITIES TO BE ADJUSTED (CONTINUED)

**Basis of Payment:** All labor and materials necessary to complete this work will be included in the contract unit price per EACH for INLETS, TYPE A, TYPE 3 FRAME AND GRATE; MANHOLES TO BE ADJUSTED WITH NEW TYPE 8 GRATE; or INLETS TO BE ADJUSTED WITH NEW TYPE 8 FRAME, CLOSED LID. Cost to furnish and place trench backfill will not be paid for separately but shall be considered as included with the various work items involved.

## SP-9 CONNECTION TO EXISTING MANHOLE

**Description:** This work will consist of providing all labor, equipment, tools, materials, transportation, services, and technical competence required to connect a proposed sewer to an existing manhole as detailed on the plans or notified by the Engineer. The existing structure shall be cut as necessary to fit the proposed pipe, any annular space between the structure and pipe shall be filled with a non-shrink grout. Larger voids shall be bricked and mortared with a solid block.

**Basis of Payment**: This work will be paid for at the contract unit price per EACH for CONNECTION TO EXISTING MANHOLE which shall be payment in full for performing the work as described herein.

**END OF SPECIAL PROVISIONS**

## SUPPLEMENTAL SPECIFICATIONS

## SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

**107.27 Insurance.** Revise the first paragraph of this Article to read:

"The Contractor, prior to execution of the contract, shall obtain and thereafter keep in force the following insurance coverages provided by companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies shall be rated by A.M. Best & Company with a rating not lower than A- with a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified."

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

# SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

_____

_____

_____

_____

_____

_____

_____

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

BDE SPECIAL PROVISIONS
For the August 4, 2023 and September 22, 2023 Lettings

The following special provisions indicated by a “check mark” are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

| File Name | # | | Special Provision Title | Effective | Revised |
|---|---|---|---|---|---|
| 80099 | 1 | ☐ | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2022 |
| 80274 | 2 | ☐ | Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2022 |
| 80192 | 3 | ☐ | Automated Flagger Assistance Devices | Jan. 1, 2008 | April 1, 2023 |
| 80173 | 4 | ☐ | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2017 |
| 80426 | 5 | ☐ | Bituminous Surface Treatment with Fog Seal | Jan. 1, 2020 | Jan. 1, 2022 |
| 80436 | 6 | ☐ | Blended Finely Divided Minerals | April 1, 2021 | |
| * 80241 | 7 | ☐ | Bridge Demolition Debris | July 1, 2009 | |
| * 5053I | 8 | ☐ | Building Removal | Sept. 1, 1990 | Aug. 1, 2022 |
| * 5026I | 9 | ☐ | Building Removal with Asbestos Abatement | Sept. 1, 1990 | Aug. 1, 2022 |
| 80449 | 10 | ☐ | Cement, Type IL | Aug. 1, 2023 | |
| 80384 | 11 | ☐ | Compensable Delay Costs | June 2, 2017 | April 1, 2019 |
| * 80198 | 12 | ☐ | Completion Date (via calendar days) | April 1, 2008 | |
| * 80199 | 13 | ☐ | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80261 | 14 | ☐ | Construction Air Quality – Diesel Retrofit | June 1, 2010 | Nov. 1, 2014 |
| 80434 | 15 | ☐ | Corrugated Plastic Pipe (Culvert and Storm Sewer) | Jan. 1, 2021 | |
| * 80029 | 16 | ☐ | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Mar. 2, 2019 |
| 80229 | 17 | ☐ | Fuel Cost Adjustment | April 1, 2009 | Aug. 1, 2017 |
| 80447 | 18 | ☐ | Grading and Shaping Ditches | Jan. 1, 2023 | |
| 80433 | 19 | ☐ | Green Preformed Thermoplastic Pavement Markings | Jan. 1, 2021 | Jan. 1, 2022 |
| 80443 | 20 | ☐ | High Tension Cable Median Barrier Removal | April 1, 2022 | |
| 80446 | 21 | ☐ | Hot-Mix Asphalt - Longitudinal Joint Sealant | Nov. 1, 2022 | Aug. 1, 2023 |
| 80438 | 22 | ☐ | Illinois Works Apprenticeship Initiative – State Funded Contracts | June 2, 2021 | Sept. 2, 2021 |
| 80045 | 23 | ☐ | Material Transfer Device | June 15, 1999 | Jan. 1, 2022 |
| 80450 | 24 | ☐ | Mechanically Stabilized Earth Retaining Walls | Aug. 1, 2023 | |
| 80441 | 25 | ☐ | Performance Graded Asphalt Binder | Jan. 1, 2023 | |
| 80451 | 26 | ☐ | Portland Cement Concrete | Aug. 1, 2023 | |
| * 3426I | 27 | ☐ | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2022 |
| 80445 | 28 | ☐ | Seeding | Nov. 1, 2022 | |
| 80448 | 29 | ☐ | Source of Supply and Quality Requirements | Jan. 2, 2023 | |
| 80340 | 30 | ☐ | Speed Display Trailer | April 2, 2014 | Jan. 1, 2022 |
| 80127 | 31 | ☐ | Steel Cost Adjustment | April 2, 2004 | Jan. 1, 2022 |
| 80397 | 32 | ☐ | Subcontractor and DBE Payment Reporting | April 2, 2018 | |
| 80391 | 33 | ☐ | Subcontractor Mobilization Payments | Nov. 2, 2017 | April 1, 2019 |
| 80437 | 34 | ☐ | Submission of Payroll Records | April 1, 2021 | Nov. 1, 2022 |
| 80435 | 35 | ☐ | Surface Testing of Pavements – IRI | Jan. 1, 2021 | Jan. 1, 2023 |
| 80410 | 36 | ☐ | Traffic Spotters | Jan. 1, 2019 | |
| * 20338 | 37 | ☐ | Training Special Provisions | Oct. 15, 1975 | Sept. 2, 2021 |
| 80429 | 38 | ☐ | Ultra-Thin Bonded Wearing Course | April 1, 2020 | Jan. 1, 2022 |
| 80439 | 39 | ☐ | Vehicle and Equipment Warning Lights | Nov. 1, 2021 | Nov. 1, 2022 |
| 80440 | 40 | ☐ | Waterproofing Membrane System | Nov. 1, 2021 | |
| 80302 | 41 | ☐ | Weekly DBE Trucking Reports | June 2, 2012 | Nov. 1, 2021 |
| 80427 | 42 | ☐ | Work Zone Traffic Control Devices | Mar. 2, 2020 | |
| * 80071 | 43 | ☐ | Working Days | Jan. 1, 2002 | |

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

| File Name | Special Provision Title | Effective | Revised |
|---|---|---|---|
| 5048I | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 5049I | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

| File Name | Special Provision Title | New Location(s) | Effective | Revised |
|---|---|---|---|---|
| 80293 | Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet | Articles 540.04 & 540.06 | April 1, 2012 | July 1, 2016 |
| 80311 | Concrete End Sections for Pipe Culverts | Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12 | Jan. 1, 2013 | April 1, 2016 |
| 80422 | High Tension Cable Median Barrier | Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02 | Jan. 1, 2020 | Jan. 1, 2022 |
| 80442 | Hot-Mix Asphalt | Articles 1030.09 & 1030.10 | Jan. 1, 2022 | Aug. 1, 2022 |
| 80444 | Hot-Mix Asphalt – Patching | Errata – Article 442.08(b) | April 1, 2022 | |
| 80411 | Luminaires, LED | Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06 | April 1, 2019 | Jan. 1, 2022 |
| 80418 | Mechanically Stabilized Earth Retaining Walls | Articles 1003.07 & 1004.06 | Nov. 1, 2019 | Nov. 1, 2020 |
| 80430 | Portland Cement Concrete – Haul Time | Article 1020.11(a)(7) | July 1, 2020 | |
| 80395 | Sloped Metal End Section for Pipe Culverts | Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12 | Jan. 1, 2018 | |
| 80318 | Traversable Pipe Grate for Concrete End Sections | Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12 | Jan. 1, 2013 | Jan. 1, 2018 |

**BLENDED FINELY DIVIDED MINERALS (BDE)**

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

"Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06."

Add the following article to Section 1010 of the Standard Specifications:

"**1010.06 Blended Finely Divided Minerals.** Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

(a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.

(b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer's designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards."

80436

**COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017
Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

| Contract Type | Cause of Delay | Length of Delay |
|---|---|---|
| Working Days | Article 108.04(b)(3) or Article 108.04(b)(4) | No working days have been charged for two consecutive weeks. |
| Completion Date | Article 108.08(b)(1) or Article 108.08(b)(7) | The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08. |

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

| Original Contract Amount | Supervisory and Administrative Personnel |
|---|---|
| Up to $5,000,000 | One Project Superintendent |
| Over $ 5,000,000 - up to $25,000,000 | One Project Manager,<br>One Project Superintendent or Engineer, and<br>One Clerk |
| Over $25,000,000 - up to $50,000,000 | One Project Manager,<br>One Project Superintendent,<br>One Engineer, and |

| | |
|---|---|
| | One Clerk |
| Over $50,000,000 | One Project Manager,<br>Two Project Superintendents,<br>One Engineer, and<br>One Clerk |

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

**PORTLAND CEMENT CONCRETE (BDE)**

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

> "The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures."

80451

**SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

"**250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

| TABLE 1 - SEEDING MIXTURES | | | |
|---|---|---|---|
| Class - Type | | Seeds | lb/acre (kg/hectare) |
| 1 | Lawn Mixture 1/ | Kentucky Bluegrass | 100 (110) |
| | | Perennial Ryegrass | 60 (70) |
| | | *Festuca rubra* ssp. r*ubra* (Creeping Red Fescue) | 40 (50) |
| 1A | Salt Tolerant Lawn Mixture 1/ | Kentucky Bluegrass | 60 (70) |
| | | Perennial Ryegrass | 20 (20) |
| | | *Festuca rubra* ssp. *rubra* (Creeping Red Fescue) | 20 (20) |
| | | *Festuca brevipilla* (Hard Fescue) | 20 (20) |
| | | *Puccinellia distans* (Fults Saltgrass or Salty Alkaligrass) | 60 (70) |
| 1B | Low Maintenance Lawn Mixture 1/ | Turf-Type Fine Fescue 3/ | 150 (170) |
| | | Perennial Ryegrass | 20 (20) |
| | | Red Top | 10 (10) |
| | | *Festuca rubra* ssp. *rubra* (Creeping Red Fescue) | 20 (20) |
| 2 | Roadside Mixture 1/ | *Lolium arundinaceum* (Tall Fescue) | 100 (110) |
| | | Perennial Ryegrass | 50 (55) |
| | | *Festuca rubra* ssp. r*ubra* (Creeping Red Fescue) | 40 (50) |
| | | Red Top | 10 (10) |
| 2A | Salt Tolerant Roadside Mixture 1/ | *Lolium arundinaceum* (Tall Fescue) | 60 (70) |
| | | Perennial Ryegrass | 20 (20) |
| | | *Festuca rubra* ssp. *rubra* (Creeping Red Fescue) | 30 (20) |
| | | *Festuca brevipila* (Hard Fescue) | 30 (20) |
| | | *Puccinellia distans* (Fults Saltgrass or Salty Alkaligrass) | 60 (70) |
| 3 | Northern Illinois Slope Mixture 1/ | *Elymus canadensis* (Canada Wild Rye) 5/ | 5 (5) |
| | | Perennial Ryegrass | 20 (20) |
| | | Alsike Clover 4/ | 5 (5) |
| | | *Desmanthus illinoensis* (Illinois Bundleflower) 4/ 5/ | 2 (2) |
| | | *Schizachyrium scoparium* (Little Bluestem) 5/ | 12 (12) |
| | | *Bouteloua curtipendula* (Side-Oats Grama) 5/ | 10 (10) |
| | | *Puccinellia distans* (Fults Saltgrass or Salty Alkaligrass) | 30 (35) |
| | | Oats, Spring | 50 (55) |
| | | Slender Wheat Grass 5/ | 15 (15) |
| | | Buffalo Grass 5/ 7/ | 5 (5) |
| 3A | Southern Illinois Slope Mixture 1/ | Perennial Ryegrass | 20 (20) |
| | | *Elymus canadensis* (Canada Wild Rye) 5/ | 20 (20) |
| | | *Panicum virgatum* (Switchgrass) 5/ | 10 (10) |
| | | *Schizachyrium scoparium* (Little Blue Stem) 5/ | 12 (12) |
| | | *Bouteloua curtipendula* (Side-Oats Grama) 5/ | 10 (10) |
| | | *Dalea candida* (White Prairie Clover) 4/ 5/ | 5 (5) |
| | | *Rudbeckia hirta* (Black-Eyed Susan) 5/ | 5 (5) |
| | | Oats, Spring | 50 (55) |

| Class – Type | | Seeds | lb/acre (kg/hectare) |
|---|---|---|---|
| 4 | Native Grass 2/ 6/ | *Andropogon gerardi* (Big Blue Stem) 5/ | 4 (4) |
| | | *Schizachyrium scoparium* (Little Blue Stem) 5/ | 5 (5) |
| | | *Bouteloua curtipendula* (Side-Oats Grama) 5/ | 5 (5) |
| | | *Elymus canadensis* (Canada Wild Rye) 5/ | 1 (1) |
| | | *Panicum virgatum* (Switch Grass) 5/ | 1 (1) |
| | | *Sorghastrum nutans* (Indian Grass) 5/ | 2 (2) |
| | | Annual Ryegrass | 25 (25) |
| | | Oats, Spring | 25 (25) |
| | | Perennial Ryegrass | 15 (15) |
| 4A | Low Profile Native Grass 2/ 6/ | *Schizachyrium scoparium* (Little Blue Stem) 5/ | 5 (5) |
| | | *Bouteloua curtipendula* (Side-Oats Grama) 5/ | 5 (5) |
| | | *Elymus canadensis* (Canada Wild Rye) 5/ | 1 (1) |
| | | *Sporobolus heterolepis* (Prairie Dropseed) 5/ | 0.5 (0.5) |
| | | Annual Ryegrass | 25 (25) |
| | | Oats, Spring | 25 (25) |
| | | Perennial Ryegrass | 15 (15) |
| 4B | Wetland Grass and Sedge Mixture 2/ 6/ | Annual Ryegrass | 25 (25) |
| | | Oats, Spring | 25 (25) |
| | | Wetland Grasses (species below) 5/ | 6 (6) |

| Species: | % By Weight |
|---|---|
| *Calamagrostis canadensis* (Blue Joint Grass) | 12 |
| *Carex lacustris* (Lake-Bank Sedge) | 6 |
| *Carex slipata* (Awl-Fruited Sedge) | 6 |
| *Carex stricta* (Tussock Sedge) | 6 |
| *Carex vulpinoidea* (Fox Sedge) | 6 |
| *Eleocharis acicularis* (Needle Spike Rush) | 3 |
| *Eleocharis obtusa* (Blunt Spike Rush) | 3 |
| *Glyceria striata* (Fowl Manna Grass) | 14 |
| *Juncus effusus* (Common Rush) | 6 |
| *Juncus tenuis* (Slender Rush) | 6 |
| *Juncus torreyi* (Torrey's Rush) | 6 |
| *Leersia oryzoides* (Rice Cut Grass) | 10 |
| *Scirpus acutus* (Hard-Stemmed Bulrush) | 3 |
| *Scirpus atrovirens* (Dark Green Rush) | 3 |
| *Bolboschoenus fluviatilis* (River Bulrush) | 3 |
| *Schoenoplectus tabernaemontani* (Softstem Bulrush) | 3 |
| *Spartina pectinata* (Cord Grass) | 4 |

| Class – Type | | Seeds | lb/acre (kg/hectare) |
|---|---|---|---|
| 5 | Forb with Annuals Mixture 2/ 5/ 6/ | Annuals Mixture (Below)<br>Forb Mixture (Below) | 1 (1)<br>10 (10) |

Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:

*Coreopsis lanceolata* (Sand Coreopsis)
*Leucanthemum maximum* (Shasta Daisy)
*Gaillardia pulchella* (Blanket Flower)
*Ratibida columnifera* (Prairie Coneflower)
*Rudbeckia hirta* (Black-Eyed Susan)

Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:

*Amorpha canescens* (Lead Plant) 4/
*Anemone cylindrica* (Thimble Weed)
*Asclepias tuberosa* (Butterfly Weed)
*Aster azureus* (Sky Blue Aster)
*Symphyotrichum leave* (Smooth Aster)
*Aster novae-angliae* (New England Aster)
*Baptisia leucantha* (White Wild Indigo) 4/
*Coreopsis palmata* (Prairie Coreopsis)
*Echinacea pallida* (Pale Purple Coneflower)
*Eryngium yuccifolium* (Rattlesnake Master)
*Helianthus mollis* (Downy Sunflower)
*Heliopsis helianthoides* (Ox-Eye)
*Liatris aspera* (Rough Blazing Star)
*Liatris pycnostachya* (Prairie Blazing Star)
*Monarda fistulosa* (Prairie Bergamot)
*Parthenium integrifolium* (Wild Quinine)
*Dalea candida* (White Prairie Clover) 4/
*Dalea purpurea* (Purple Prairie Clover) 4/
*Physostegia virginiana* (False Dragonhead)
*Potentilla arguta* (Prairie Cinquefoil)
*Ratibida pinnata* (Yellow Coneflower)
*Rudbeckia subtomentosa* (Fragrant Coneflower)
*Silphium laciniatum* (Compass Plant)
*Silphium terebinthinaceum* (Prairie Dock)
*Oligoneuron rigidum* (Rigid Goldenrod)
*Tradescantia ohiensis* (Spiderwort)
*Veronicastrum virginicum* (Culver's Root)

| Class – Type | | Seeds | lb/acre (kg/hectare) |
|---|---|---|---|
| 5A | Large Flower Native Forb Mixture 2/ 5/ 6/ | Forb Mixture (see below) | 5 (5) |
| | Species: | | % By Weight |
| | *Aster novae-angliae* (New England Aster) | | 5 |
| | *Echinacea pallida* (Pale Purple Coneflower) | | 10 |
| | *Helianthus mollis* (Downy Sunflower) | | 10 |
| | *Heliopsis helianthoides* (Ox-Eye) | | 10 |
| | *Liatris pycnostachya* (Prairie Blazing Star) | | 10 |
| | *Ratibida pinnata* (Yellow Coneflower) | | 5 |
| | *Rudbeckia hirta* (Black-Eyed Susan) | | 10 |
| | *Silphium laciniatum* (Compass Plant) | | 10 |
| | *Silphium terebinthinaceum* (Prairie Dock) | | 20 |
| | *Oligoneuron rigidum* (Rigid Goldenrod) | | 10 |
| 5B | Wetland Forb 2/ 5/ 6/ | Forb Mixture (see below) | 2 (2) |
| | Species: | | % By Weight |
| | *Acorus calamus* (Sweet Flag) | | 3 |
| | *Angelica atropurpurea* (Angelica) | | 6 |
| | *Asclepias incarnata* (Swamp Milkweed) | | 2 |
| | *Aster puniceus* (Purple Stemmed Aster) | | 10 |
| | *Bidens cernua* (Beggarticks) | | 7 |
| | *Eutrochium maculatum* (Spotted Joe Pye Weed) | | 7 |
| | *Eupatorium perfoliatum* (Boneset) | | 7 |
| | *Helenium autumnale* (Autumn Sneeze Weed) | | 2 |
| | *Iris virginica shrevei* (Blue Flag Iris) | | 2 |
| | *Lobelia cardinalis* (Cardinal Flower) | | 5 |
| | *Lobelia siphilitica* (Great Blue Lobelia) | | 5 |
| | *Lythrum alatum* (Winged Loosestrife) | | 2 |
| | *Physostegia virginiana* (False Dragonhead) | | 5 |
| | *Persicaria pensylvanica* (Pennsylvania Smartweed) | | 10 |
| | *Persicaria lapathifolia* (Curlytop Knotweed) | | 10 |
| | *Pychanthemum virginianum* (Mountain Mint) | | 5 |
| | *Rudbeckia laciniata* (Cut-leaf Coneflower) | | 5 |
| | *Oligoneuron riddellii* (Riddell Goldenrod) | | 2 |
| | *Sparganium eurycarpum* (Giant Burreed) | | 5 |
| 6 | Conservation Mixture 2/ 6/ | *Schizachyrium scoparium* (Little Blue Stem) 5/ | 5 (5) |
| | | *Elymus canadensis* (Canada Wild Rye) 5/ | 2 (2) |
| | | Buffalo Grass 5/ 7/ | 5 (5) |
| | | Vernal Alfalfa 4/ | 15 (15) |
| | | Oats, Spring | 48 (55) |
| 6A | Salt Tolerant Conservation Mixture 2/ 6/ | *Schizachyrium scoparium* (Little Blue Stem) 5/ | 5 (5) |
| | | *Elymus canadensis* (Canada Wild Rye) 5/ | 2 (2) |
| | | Buffalo Grass 5/ 7/ | 5 (5) |
| | | Vernal Alfalfa 4/ | 15 (15) |
| | | Oats, Spring | 48 (55) |
| | | *Puccinellia distans* (Fults Saltgrass or Salty Alkaligrass) | 20 (20) |
| 7 | Temporary Turf Cover Mixture | Perennial Ryegrass | 50 (55) |
| | | Oats, Spring | 64 (70) |

Notes:

1/ Seeding shall be performed when the ambient temperature has been between 45 ºF (7 ºC) and 80 ºF (27 ºC) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 ºF (7 ºC) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 ºF (27 ºC) according to the National Weather Service.
3/ Specific variety as shown in the plans or approved by the Engineer.
4/ Inoculation required.
5/ Pure Live Seed (PLS) shall be used.
6/ Fertilizer shall not be used.
7/ Seed shall be primed with $KNO_3$ to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

80445

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017
Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

| Value of Subcontract Reported on Form BC 260A | Mobilization Percentage |
|---|---|
| Less than $10,000 | 25% |
| $10,000 to less than $20,000 | 20% |
| $20,000 to less than $40,000 | 18% |
| $40,000 to less than $60,000 | 16% |
| $60,000 to less than $80,000 | 14% |
| $80,000 to less than $100,000 | 12% |
| $100,000 to less than $250,000 | 10% |
| $250,000 to less than $500,000 | 9% |
| $500,000 to $750,000 | 8% |
| Over $750,000 | 7%" |

80391

**VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021
Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

80439

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 30 working days.

80071

**PROJECT NAME: William Street Railroad Crossing Closure**

**PROJECT NUMBER: 2022-37**

**BID DATE** November 8, 2023

**TIME:** 10:00 a.m.

**FUND: MFT and GFCP**

**ORGANIZATION CODE: 46484606**
**OBJECT CODE: 489070**

**Engineer's Estimate**

**City Engineering Division**

**Kinney Contractors, Inc.**
**19342 E Frontage Road**
**Raymon, IL 62560**

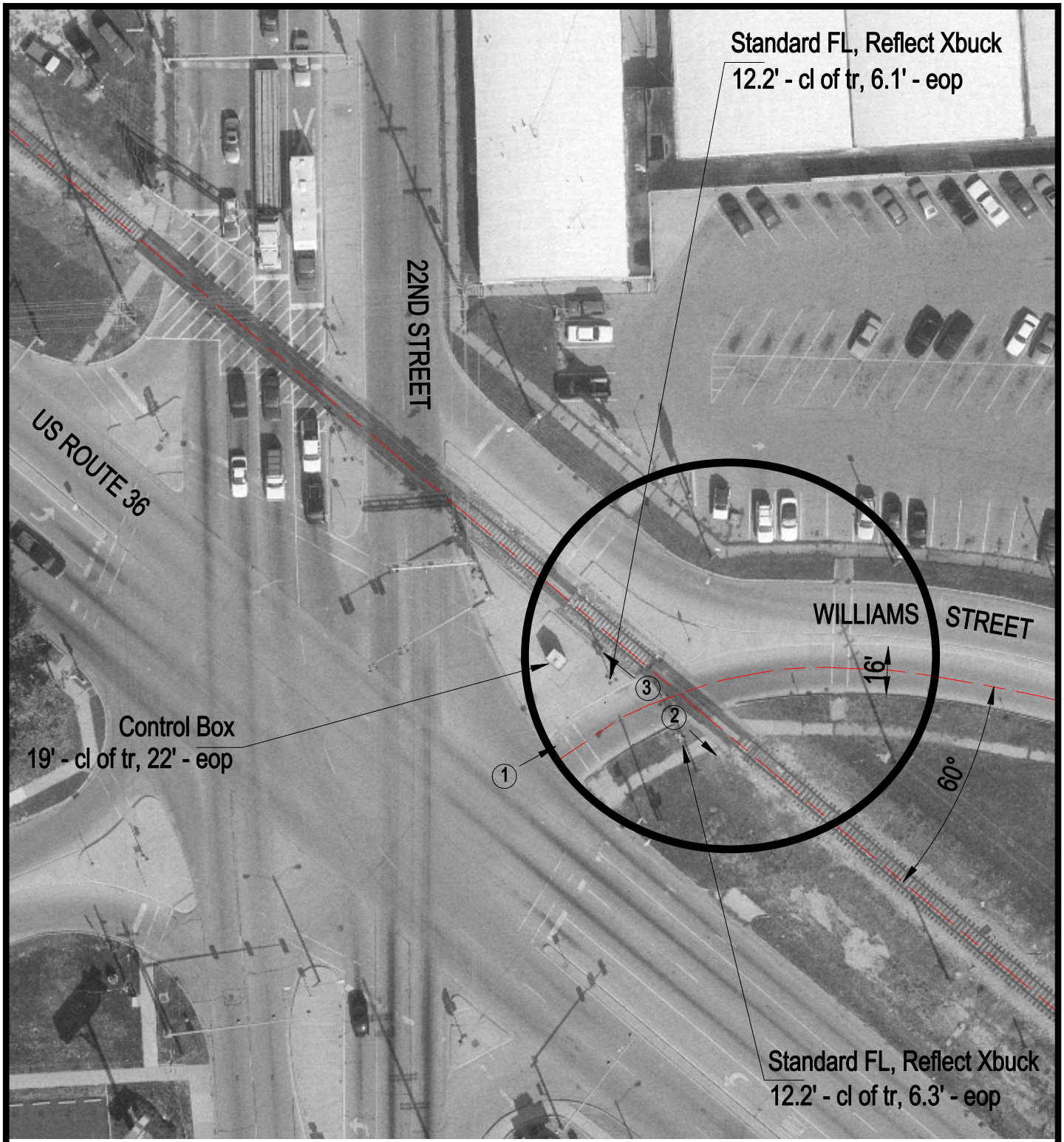
**217-229-3322**

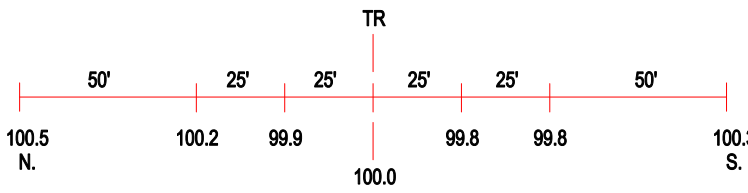
**William L. Kinney**
kinney@roadbuilder.net

| Item Number | Pay Item | Quantity | Unit | Unit Price | Total | Unit Price | Total |
|---|---|---|---|---|---|---|---|
| 21101620 | TOPSOIL FURNISH AND PLACE, 5" | 32.4 | SQ YD | $30.00 | $972.00 | $37.00 | $1,198.80 |
| 21101655 | TOPSOIL FURNISH AND PLACE, 14" | 378.9 | SQ YD | $50.00 | $18,945.00 | $85.00 | $32,206.50 |
| 25000110 | SEEDING, CLASS 1A | 0.12 | ACRE | $8,400.00 | $1,008.00 | $9,000.00 | $1,080.00 |
| 25100127 | MULCH, METHOD 3A | 0.12 | ACRE | $8,400.00 | $1,008.00 | $20,000.00 | $2,400.00 |
| 28000500 | INLET AND PIPE PROTECTION | 2 | EACH | $200.00 | $400.00 | $275.00 | $550.00 |
| 35101400 | AGGREGATE BASE COURSE, TYPE B | 17.3 | TON | $160.00 | $2,768.00 | $150.00 | $2,595.00 |
| 42000300 | PORTLAND CEMENT CONCRETE PAVEMENT 8" | 23.4 | SQ YD | $250.00 | $5,850.00 | $250.00 | $5,850.00 |
| 42400200 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | 458.1 | SQ FT | $30.00 | $13,743.00 | $30.00 | $13,743.00 |
| 42400800 | DETECTABLE WARNINGS | 20 | SQ FT | $60.00 | $1,200.00 | $50.00 | $1,000.00 |
| 44000100 | PAVEMENT REMOVAL | 337.1 | SQ YD | $60.00 | $20,226.00 | $50.00 | $16,855.00 |
| 44000200 | DRIVEWAY PAVEMENT REMOVAL | 6.7 | SQ YD | $60.00 | $402.00 | $50.00 | $335.00 |
| 44000500 | COMBINATION CURB AND GUTTER REMOVAL | 206.8 | FOOT | $40.00 | $8,272.00 | $30.00 | $6,204.00 |
| 44000600 | SIDEWALK REMOVAL | 564 | SQ FT | $7.00 | $3,948.00 | $10.00 | $5,640.00 |
| 44003100 | MEDIAN REMOVAL | 566 | SQ FT | $14.00 | $7,924.00 | $20.00 | $11,320.00 |
| 44201298 | DOWEL BARS 1 1/4" | 16 | EACH | $40.00 | $640.00 | $50.00 | $800.00 |
| 44213200 | SAW CUTS | 360 | FOOT | $11.25 | $4,050.00 | $10.00 | $3,600.00 |
| 44213204 | TIE BARS 3/4" | 80 | EACH | $25.00 | $2,000.00 | $20.00 | $1,600.00 |
| 550B0340 | STORM SEWERS, CLASS B, TYPE 2 12" | 52 | FOOT | $160.00 | $8,320.00 | $185.00 | $9,620.00 |
| 60235700 | INLETS, TYPE A, TYPE 3 FRAME AND GRATE | 1 | EACH | $3,000.00 | $3,000.00 | $4,000.00 | $4,000.00 |
| 60256400 | MANHOLES TO BE ADJUSTED WITH NEW TYPE 8 GRATE | 1 | EACH | $3,500.00 | $3,500.00 | $1,300.00 | $1,300.00 |
| 60261000 | INLETS TO BE ADJUSTED WITH NEW TYPE 8 GRATE | 1 | EACH | $3,500.00 | $3,500.00 | $1,300.00 | $1,300.00 |
| 60604500 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (ABUTTING EXISTING PAVEMENT) | 207.7 | FOOT | $130.00 | $27,001.00 | $136.00 | $28,247.20 |
| 73700200 | REMOVE CONCRETE FOUNDATION - GROUND MOUNT | 1 | EACH | $1,200.00 | $1,200.00 | $2,000.00 | $2,000.00 |
| X6020399 | CONNECTION TO EXISTING MANHOLE | 1 | EACH | $1,200.00 | $1,200.00 | $3,000.00 | $3,000.00 |
| Z0048665 | RAILROAD PROTECTIVE LIABILITY INSURANCE | 1 | L SUM | $5,000.00 | $5,000.00 | $7,500.00 | $7,500.00 |
| | TOTAL BIDS (AS CORRECTED) | | | | $146,077.00 | | $163,944.50 |
| | Percent Over Under ENGINEER'S ESTIMATE | | | | | | 12.23% |

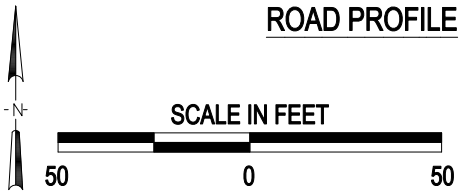
Paul Caswell, P.E., City Engineer

11/15/23
Date




ROAD PROFILE

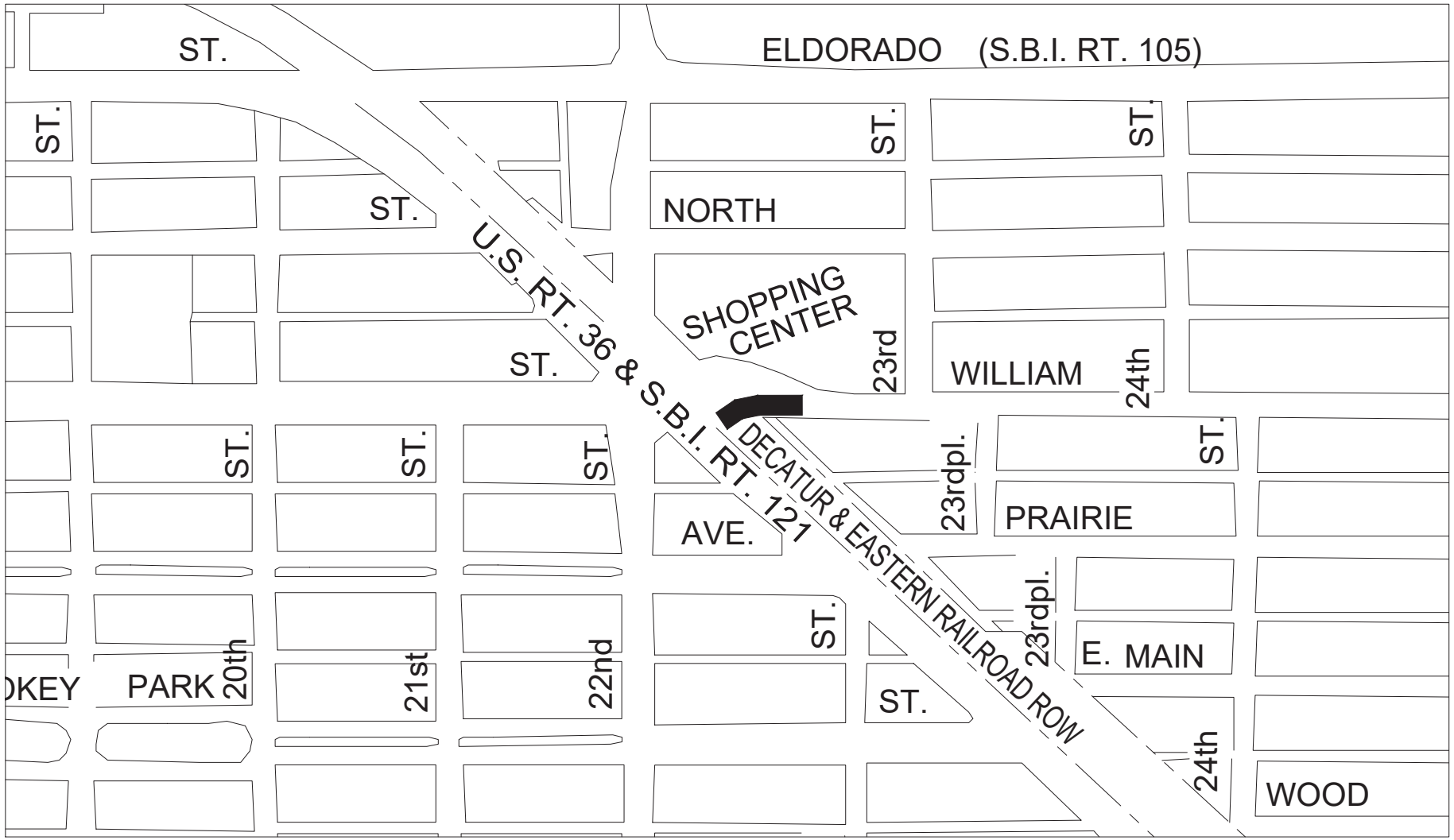



③ Photo Location

| | |
|---|---|
| Crossing #: | 154643W |
| Location: | Macon Co., Decatur (I) |
| Lat/Long: | 39°50'41" / 88°55'34" |
| Railroad: | CSX |
| Street: | William Street |
| Railroad Milepost: | 276.13 |
| Crossing Protection: | Train Activated Devices |



# William Street Closure Location Map




| PROJECT TITLE | SHEET TITLE | SCALE: | CITY OF DECATUR PUBLIC WORKS DEPARTMENT | 8 SHEETS |
|---|---|---|---|---|
| C.P. 2022-37 William Street RR Crossing Closure | LOCATION MAP | NONE | DATE: SEPTEMBER 2023 DRAWN BY: DMC CHECK BY: PEC | 3 |

Oct 17, 2023 - 11:44am K:\Common\CVCPW\2022 City Projects\2022-37 William Street RR Crossing Sec No 22-00237-00-IC\Plans\NEW_William-RR-Road Closure.dwg

**DATE:** 11/13/2023

**MEMO:** 2023-114

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

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

**SUBJECT:**
**Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for 2023 Manhole Rehabilitation Project, City Project 2023-14**

## SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of $208.909.60 for the 2023 Manhole Rehabilitation Project, City Project 2023-14, with Culy Contracting, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

## BACKGROUND:

### Sanitary Sewer Priorities

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

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

The 2023 Manhole Rehabilitation Project primarily addresses priority number 4 by repairing deteriorated sanitary manholes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

### 2023 Manhole Rehabilitation Project

The City has over 7,400 manholes within its sanitary sewer collection system. The manholes provide access for maintenance. Historically, manholes were constructed of bricks which have deteriorated over the past 50-100 years. Precast concrete is mostly used in manhole construction

now.

The 2023 Manhole Rehabilitation Project is to repair structural deficiencies with a minimum disruption to service, disturbance to the surface, and budget impact. Structural deficiencies within manholes include missing grout and bricks, broken or missing concrete, voids/holes with soil visible and active inflow & infiltration.

The manhole rehabilitation process involves the application of a sprayable grout called "gunite" which is specially formulated for the reconstruction of manholes. The grout lining is installed at a designed strength and thickness for the diameter and surface loading of the manhole in order to provide full structural rehabilitation. Prior to the application of the gunite the manhole is power washed, and all voids and active infiltration is plugged. The gunite process takes a fraction of the time, disturbance, and cost of digging up and replacing the manhole.

The 2023 Manhole Rehabilitation Project will line approximately 60 manholes equating to 540 vertical linear feet at various locations in the City focusing on brick manholes. The work also includes cleaning, casting replacement, and traffic control.

**Project Bid Review**
The project plans and specifications were prepared by Engineering Division staff. The project was advertised October 18, 2023 and bids were opened on November 8, 2023. The results for the letting are as follows:

| Bidder | Bid Price | Compared to Engineer's Est. Over (-Under) |
|---|---|---|
| **Culy Contracting, LLC** | **$208,909.60** | **(31.2%)** |
| Structured Solutions LLC | $235,687.00 | (22.4%) |
| Hoerr Construction | $357,836.00 | 17.8% |
| Hydro-Klean, LLC | $527,058.48 | 73.5% |
| National Power Rodding Corp | $580,552.50 | 91.1% |
| **Engineer's Estimate** | **$303,751.00** | **--------** |

Nine contractors took out bid packets for the 2023 Manhole Rehabilitation Project and five contractors turned in proposals for the project. Culy Contracting, LLC provided the lowest, qualified bid at 31.2% under the engineer's estimate. Culy Contracting, LLC focuses on water and sewer construction and specialized in manhole rehabilitation based out of Winchester, Indiana. Culy Contracting has successfully completed manhole rehabilitation services for City projects in the past.

There were two alternates included on this bid which included additional manholes that could be added to the project if favorable bids were received. Due to the favorable low bid, staff is recommending that both alternates be accepted.

The 2023 Manhole Rehabilitation project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Culy Contracting, LLC, to perform the 2023 Manhole Rehabilitation Project.

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

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

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

Subcontracting is not required for City projects. Culy Contracting, LLC will be self-performing all of the work for this project and will not be using any subcontractors. In past projects, they have successfully met the goal that 18% of total project hours be performed by minority workers.

**SCHEDULE:** The project is scheduled to be completed by June 1, 2024.

**LEGAL REVIEW:** The Legal Department reviewed the project plans and specifications on October 12, 2023.

**PRIOR COUNCIL ACTION:**
The City Council approved the FY 2023 Budget which allocated funds for this project. This is a yearly major maintenance project for the City of Decatur.

**POTENTIAL OBJECTIONS:** There are no known objections to this resolution and bid award.

**INPUT FROM OTHER SOURCES:** None

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

**BUDGET/TIME IMPLICATIONS:**
**Budget Impact:** Funding for this project is allocated in the Sewer Fund. The recommended low bid amount is $208.909.60. The Sewer Fund is supported by sanitary sewer user fees.

**Staff Impact:** Staff time has been allocated to provide oversight for this project.

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for 2023 Manhole Rehabilitation Project, City Project 2023-14 | Resolution Letter |
| Bid Tab | Resolution Letter |

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CULY CONTRACTING, LLC FOR 2023 MANHOLE REHABILITATION PROJECT**
**CITY PROJECT 2023-14**

---

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

Section 1. That the tabulation of bids received for City Project 2023-14, 2023 Manhole Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Culy Contracting, LLC, in the amount of $208,909.60 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Culy Contracting, LLC, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of $208,909.60.

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

PRESENTED and ADOPTED this 20th day of November, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

# PROJECT MANUAL

***2023 ANNUAL MANHOLE REHABILITATION PROJECT***

**CITY PROJECT *2023-14***

***October 2023***

*a project of the*

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

**FOR BIDDING**

# CITY OF DECATUR

## *2023 ANNUAL MANHOLE REHABILITATION PROJECT*

### Mayor and Councilmembers

Julie Moore Wolfe, Mayor

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

### City Officials

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

# *2023 ANNUAL MANHOLE REHABILITATION*
# CITY PROJECT *2023-14*

## *PROJECT MANUAL INDEX*


ADVERTISEMENT FOR BIDS ..... 4
INFORMATION FOR BIDDERS ..... 6
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS ..... 10
BID FORM ..... 15
NON-COLLUSION AFFIDAVIT ..... 28
CONTRACT ..... 31
GENERAL CONDITIONS ..... 36
GC-1 CERTIFICATE OF INSURANCE ..... 36
GC-2 CLEAN UP ..... 37
GC-3 CONSTRUCTION STAKING ..... 37
GC-4 CONTRACT WARRANTY ..... 38
GC-5 CONTRACTOR AVAILABILITY ..... 38
GC-6 COORDINATION ..... 38
GC-7 DUST CONTROL ..... 39
GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES ..... 39
GC-9 FAIR EMPLOYMENT PRACTICES ..... 39
GC-10 INDEMNIFICATION ..... 39
GC-11 INSPECTION ..... 39
GC-12 LANE CLOSURE PERMITS ..... 40
GC-13 LIQUIDATED DAMAGES ..... 40
GC-14 LOCATION OF UTILITIES ..... 41
GC-15 MEASUREMENT AND PAYMENT ..... 41
GC-16 METHOD OF PAYMENT ..... 41
GC-17 NO PARKING SIGNS ..... 42
GC-18 PERMITS ..... 42
GC-19 DOCUMENTATION OF EXISTING CONDITIONS ..... 42
GC-20 MINORITY PARTICIPATION GOALS REPORTING ..... 42
GC-21 PROJECT MAINTENANCE ..... 42
GC-22 ROYALTIES, PATENTS AND COPYRIGHTS ..... 43
GC-23 SAFETY ..... 43
GC-24 SCHEDULE NOTIFICATION ..... 43
GC-25 TAXES ..... 43
GC-26 TRENCH AND EXCAVATION SAFETY ..... 43
GC-27 USE OF FIRE HYDRANTS ..... 44
GC-28 TERMINATION FOR PUBLIC CONVENIENCE ..... 44
GC-29 ONLINE PROJECT DOCUMENTATION AND ADMINISTRATION ..... 45
SPECIAL CONDITIONS ..... 46
SC-1 PREVAILING WAGE RATES ..... 46
SC-2 FAIR EMPLOYMENT PRACTICES ..... 54
SC-3 MINORITY PARTICIPATION WORKSHEET ..... 55
SPECIAL PROVISIONS ..... 577

APPENDIX

A –DETAILED QUANTITIES
B – LOCATION MAPS
C - STANDARD DRAWINGS

**END OF**
**PROJECT MANUAL INDEX**

# ADVERTISEMENT FOR BIDS

## TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***11:00 A.M., Wednesday, NOVEMBER 8, 2023*** and thereafter publicly opened and read.

## DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

### *2023 ANNUAL MANHOLE REHABILITATION PROJECT*

### CITY PROJECT *2023-14*

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

*The proposed improvement, 2023 Manhole Rehabilitation Project, designated as City Project 2023-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, frame and casting replacement, cleanup, and traffic control.*

## INSTRUCTIONS TO BIDDERS:

1. ***A PRE-BID MEETING*** will be held by ***CONFERENCE CALL ONLY*** on ***11:00 A.M., Wednesday, OCTOBER 25, 2023.*** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**

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

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

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

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

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening.

Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

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

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

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

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

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

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

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

**REJECTION OF BIDS:**

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

***October 18, 2023*** — Date Advertised

***Matthew C. Newell, PE*** — Public Works Director

**END OF**
**ADVERTISEMENT FOR BIDS**

# INFORMATION FOR BIDDERS

For Construction of: ***2023 Annual Manhole Rehabilitation Project***

City Project No.: ***2023-14***

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

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

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

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

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

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

III. Waiver:

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

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

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

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

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

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

**SECTION 10-1. POLICY**:

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

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

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

**SECTION 10-2. DEFINITIONS:**

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

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

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

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

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

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

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

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

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

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

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

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

**SECTION 10-4. PROGRAM ADMINISTRATION:**

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

**SECTION 10-5. PENALTIES:**

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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

**SECTION 10-6. APPEALS:**

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

**SECTION 10-7. WAIVER:**

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

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

**END OF INFORMATION FOR BIDDERS**

**RETURN WITH BID**

# BID FORM

For Construction of: ***2023 ANNUAL MANHOLE REHABILITATION PROJECT***

City Project No.: ***2023-14***

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

**RETURN WITH BID**

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

**RETURN WITH BID**

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

| Addenda # | Dated | Initial |
|---|---|---|
| Addendum No. 1 | 11/2/2023 | |
| | | |
| | | |
| | | |

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed $ 5,000.

| | SUBCONTRACTOR | TYPE OF WORK |
|---|---|---|
| 1. | N/A none exist | N/A none exist |
| 2. | | |
| 3. | | |
| 4. | | |

**RETURN WITH BID**

**DATE** November 8 , 2023

(If an Individual)
Signature of Bidder _____ (SEAL)

Tax ID #: _____

Business Address &
E-mail Address _____

(If a Co-Partnership)
Firm Name _____ (SEAL)

By: _____

Business Address &
E-mail Addresses _____

Names of All Members of
Firm _____

(If a Corporation)
Corporate Name Culy Contracting LLC (SEAL)

By: _____
Aaron Anderson Vice-President

Business Address &
E-mail Addresses 5 Industrial Park Drive, Winchester, IN 47394

jacob.hart@culycontracting.com

Names of Officers Doreen M. Culy
President

Mark Schildmeier
Secretary

Mark Schildmeier
Treasurer

Attest: _____
Secretary

**RETURN WITH BID**

# CITY OF DECATUR, ILLINOIS
# DEPARTMENT OF PUBLIC WORKS
**for**
***2023 Annual Manhole Rehabilitation Project***
**CITY PROJECT *2023-14***

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

## BASE BID

| WORK ITEM | DESCRIPTION | PAY UNIT | QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 1 | CEMENTITIOUS LINER, 1.5" THICK | V.L.F | 378.3 | $176.00 | $66,580.80 |
| 2 | SAMPLE MATERIAL TESTING | EACH | 10 | $80.00 | $800.00 |
| 3 | MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT | EACH | 19 | $2,100.00 | $39,900.00 |
| 4 | MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL | EACH | 7 | $975.00 | $6,825.00 |
| 5 | MANHOLE CHIMNEY SEAL | EACH | 46 | $280.00 | $12,880.00 |
| 6 | BENCHWALL TO BE CONSTRUCTED | EACH | 16 | $365.00 | $5,840.00 |
| 7 | ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK | L.S. | 1 | $20,000.00 | $20,000.00 |
| | | | | **TOTAL BASE BID** | $152,825.80 |

**TOTAL BASE BID IN WORDS** One Hundred Fifty-Two Thousand Eight Hundred Twenty-Five Dollars and Eighty Cents

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items. with the base bid work at the owner's sole discretion.

**RETURN WITH BID**

## ALTERNATE "A" BID

| WORK ITEM | DESCRIPTION | PAY UNIT | QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| A.1 | CEMENTITIOUS LINER, 1.5" THICK | V.L.F | 75.9 | $176.00 | $13,358.40 |
| A.2 | MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT | EACH | 5 | $2,175.00 | $10,875.00 |
| A.3 | MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL | EACH | 0 | $975.00 | $0.00 |
| A.4 | MANHOLES CHIMNEY SEAL | EACH | 8 | $280.00 | $2,240.00 |
| A.5 | BENCHWALL TO BE CONSTRUCTED | EACH | 7 | $365.00 | $2,555.00 |

**TOTAL ALTERNATE "A" BID** $29,028.40

**TOTAL ALTERNATE "A" BID IN WORDS** Twenty-Nine Thousand Twenty-Eight Dollars and Forty Cents

## ALTERNATE "B" BID

| WORK ITEM | DESCRIPTION | PAY UNIT | QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| B.1 | CEMENTITIOUS LINER, 1.5" THICK | V.L.F | 30.9 | $176.00 | $5,438.40 |
| B.2 | CEMENTITIOUS LINER, 2.0" THICK | V.L.F | 56 | $237.00 | $13,272.00 |
| B.3 | MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT | EACH | 3 | $2,100.00 | $6,300.00 |
| B.4 | MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL | EACH | 0 | $975.00 | $0.00 |
| B.5 | MANHOLES CHIMNEY SEAL | EACH | 6 | $280.00 | $1,680.00 |
| B.6 | BENCHWALL TO BE CONSTRUCTED | EACH | 1 | $365.00 | $365.00 |

**TOTAL ALTERNATE "B" BID** $27,055.40

**TOTAL ALTERNATE "B" BID IN WORDS** Twenty-Seven Thousand Fifty-Five Dollars and Forty Cents

**TOTAL BASE PLUS ALTERNATE "A" & "B" BID** $208,909.60

**TOTAL BASE PLUS ALTERNATE "A" & "B" BID** Two Hundred Eight Thousand Nine Hundred Nine Dollars and Sixty Cents

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

**RETURN WITH BID**

# Minority Business Enterprise (MBE) Utilization Statement

| | | | |
|---|---|---|---|
| Date: | November 8, 2023 | Project Title: | 2023 Annual Manhole Rehabilitation Project |
| Total Contract Value: | | Project Number: | City Project 2023-14 |

**Section I: Prime Contractor Information**

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jacob Hart

Email: jacob.hart@culycontracting.com

**Section II: Selected Subcontractors**

| Subcontractor Name | MBE or Non-MBE | Amount | % of Total Contract | Scope of Work |
|---|---|---|---|---|
| N/A none exist | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Totals** | | | | |

- If more subcontractors are utilized, please copy this form and attach the additional information.

**Section III: Purchase of Goods, Materials, or Equipment**

| Minority Business Enterprise Name | Amount | % of Total Contract | Scope of Work |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **Totals** | | | |

- If more firms were contacted, please copy this form and attach the additional information.

**Section IV: MBE subcontractors that submitted bids but were not selected**

| Subcontractor Name | Scope of Work Bid | Reason for Denial |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| • If more firms submitted quotes, please copy this form and attach the additional information. | | |

**Section V: MBEs that were contacted for this project**

| Subcontractor Name | Method of Contact | Contact Outcome |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| • If more firms were contacted, please copy this form and attach the additional information. | | |

**Section V:**
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

**This form must be completed and submitted with the bid proposal.** All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

, VP
Signature of Prime Contractor

November 8, 2023
Date

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

**RETURN WITH BID WHEN REQUIRED**

# Minority Business Enterprise (MBE) Participation Waiver Request

| | | | |
|---|---|---|---|
| Date: | November 8, 2023 | Project Title: | 2023 Annual Manhole Rehabilitation Project |
| | | Project Number: | City Project 2023-14 |

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jacob Hart

Email: jacob.hart@culycontracting.com

**We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.**

**CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.**

| | |
|---|---|
| ☐ | An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item) |
| ☒ | No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation) |
| ☐ | The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation) |
| ☐ | Other – (State reason and attach explanation) |
| ☐ | I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement) |

Adam Culy, VP
Signature of Prime Contractor

November 8, 2023
Date

**FOR OFFICIAL USE ONLY**

| | |
|---|---|
| ☐ APPROVED | ☐ DISAPPROVED |

**The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):**

| | |
|---|---|
| ☐ | The project is essential for City operations. |
| ☐ | Emergency circumstances require a waiver. |
| ☐ | Evidence of a good faith effort by the contractor. |
| ☐ | The contractor will self-perform all work and will not subcontract any portion of the project. |
| ☐ | The contractor proposes to meet City MBE goal. No Waiver Required |

REVIEWED BY:

Public Works Director

Date

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

**RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER**

# Minority Business Enterprise (MBE) Information Form

| | | | |
|---|---|---|---|
| Date: | | Project Title: | |
| Total Contract Value: | | Project Number: | |

**Section I: Minority Business Enterprise (MBE)Information**

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

**Section II: Description of Services or Materials to be Provided**

| Description of Scope of Services Agreed Upon | Estimated Amount | Estimated % of Total Contract |
|---|---|---|
| | | |

**This form must be completed and submitted with the bid proposal for each MBE.** All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

| Prime Contractor Signature | Print |
|---|---|
| | |
| **Title** | **Date** |
| | |

| Minority Business Enterprise Signature | Print |
|---|---|
| | |
| **Title** | **Date** |
| | |

**RETURN WITH BID**

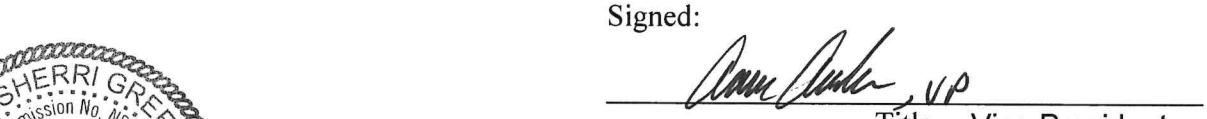
## NON-COLLUSION AFFIDAVIT

STATE OF Indiana

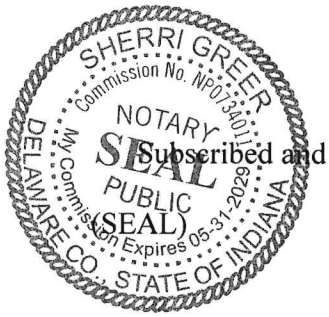
COUNTY OF Randolph

Aaron Anderson, being first duly sworn, deposes and says that they are Vice President (sole owner, partner, president, secretary, etc.) of Culy Contracting LLC, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

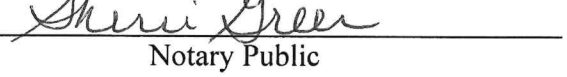
Signed:



Title Vice President




Subscribed and sworn to before me this 3rd day of November, 2023.



Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

**RETURN WITH BID**

## CITY OF DECATUR
## NOTICE TO CONTRACTORS
## PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

    a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
    b. The number of hours worked each day; and,

    c. The starting and ending time of work each day.

**RETURN WITH BID**

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____ Date: November 3, 2023

_____ _____, VP

City of Decatur, Illinois Contractor Culy Contracting LLC
Aaron Anderson, Vice President

**END OF BID FORM**

# AIA® Document A310™ – 2010

## Bid Bond

CONTRACTOR:
*(Name, legal status and address)*
**Culy Contracting, LLC**

**5 Industrial Park Drive**
**Winchester, IN 47394**

OWNER:
*(Name, legal status and address)*
**City of Decatur, IL**
**1 Gary K. Anderson Plaza**
**Decatur, IL 62523**
BOND AMOUNT: **10% of Amount Bid**

SURETY:
*(Name, legal status and principal place of business)*
**United Fire & Casualty Company**
**P. O. BOX 73909**
**Cedar Rapids, IA 52407**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
*(Name, location or address, and Project number, if any)*
**2023 Annual Manhole Rehabilitation Project; City Project 2023-14**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **8th** day of **November** **2023**

Sherri Green
*(Witness)*

**Culy Contracting, LLC**
*(Principal)* Aaron Anderson, VP *(Seal)*
*(Title)* Aaron Anderson, Vice President

**United Fire & Casualty Company**
*(Surety)* Melissa Propst *(Seal)*
*(Title)* **Melissa Propst, Attorney-in-Fact**

*(Witness)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, email The American Institute of Architects' legal counsel, copyright@aia.org.

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KENNY ALBERT, STEVEN M BAAS, MELISSA PROPST, ADAM HARRIS, ADAM BURDEN, LAKALA CARTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 9th day of May, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 9th day of May, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J Richmann
Vice President

State of Iowa, County of Linn, ss:

On 9th day of May, 2023, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
**Commission number** 173041
**My Commission Expires** 4/23/2024

Judith A Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 8th day of November, 2023.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

**Explanation of Minority Business Enterprise Waiver Request**

Project: 2023 Annual Manhole Rehabilitation Project
Project Number: 2023-14
Owner: City of Decatur, Illinois

To whom it may concern,

Regarding the use of Minority Business Enterprise:

Referring to page 10 of the bid documents "Information for Bidders, Minority Participation Goals for Public Works Contracts", specific to item III - Culy Contracting LLC does not intend on using any subcontractors for this project, as we perform all our own work with our fully trained employees. If this changes, and a subcontractor is needed, we will attempt to meet the City's minority participation goals and document our efforts in doing so. Because no opportunity currently exists for this, we ask that this requirement be waived.

Regarding the requirement of 18% of total hours being minority employees:

At this time, we do plan on reaching this goal. If our situation changes, we will communicate this with you and document our efforts to reach this goal.

Sincerely,
Culy Contracting LLC

5 Industrial Park Drive ▪ P.O. Box 29 ▪ Winchester, Indiana 47394
Phone: 765-584-8509 www.culycontracting.com Fax: 765-584-8060
WBE CERTIFIED

2023 Annual Manhole Rehabilitation Project
City Project 2023-14
November 2, 2023

**ADDENDUM NO. 1**

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:**
**2023 ANNUAL MANHOLE REHABILITATION PROJECT**
**CITY PROJECT 2023-14**
**DATED OCTOBER 2023**

## AD-1-1 NOTICE

1.01 This Addendum No. 1 dated November 2, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

## AD-1-2 BID PROPOSAL

2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on October 25, 2023.

## AD-1-3 CEMENTITIOUS LINING OF MANHOLES

3.01 Remove and replace Section 2.05 Cement Lining Material, 8 Approved Material Shall be, as follows:

c. Strong Seal System ~~QSR~~ **MS-2C**, Manufactured by Strong Seal Company

Please make the proper acknowledgment of **Addenda #1** on page **17** of your bidding documents.

**END OF ADDENDUM NO. 1**

City Engineer: _____ Date: November 2, 2023

# Pre-Bid Sign-In Sheet

2023 Annual Manhole Rehabilitation Project

2023-14

Wednesday, October 25, 2023@ 11:00 a.m., Public Works Conference Room

| Name<br>---<br>Email Address | Representing | Phone Number<br>---<br>Fax Number | In Person (P)<br>Conference Call (C) |
|---|---|---|---|
| 1) Paul Caswell | City of Decatur, Public Work Dept | 217 424-2747 | P |
| Email: PCaswell@decaturil.gov | | 217 424 2799 | C |
| 2) Kahlil Graves-Thomas | City of Decatur, Public Work Dept | 217 424-2747 | P |
| Email: KGraves-Thomas@decaturil.gov | | 217 424 2799 | C |
| 3) Chad Larimore | City of Decatur, Public Work Dept | 217 424-2747 | P |
| Email: chad.larimore@clarkdietz.com | | 217 424 2799 | C |
| 4) Rex Dummermuth | City of Decatur, Public Work Dept | 217 424-2747 | P |
| Email: RDummermuth@decaturil.gov | | 217 424 2799 | C |
| 5) A & R | Justin | Tel: 217 202-0945 | P |
| Email: | | Fax: 217-555-5555 | C |
| 6) Culy Contracting | Leyton | Tel: 765 584-8509 | P |
| Email: | | Fax: 765 584-8060 | C |
| 7) EL Pruit Company | | Tel: 217 789-0966 | P |
| Email: | | Fax: 217 789-4826 | C |
| 8) Entler Excavating | | Tel: 217-428-1865 | P |
| Email: | | Fax: 217-428-1895 | C |
| 9) HK Solutions | | Tel: 515 283-0500 | P |
| Email: | | Fax: 515-283-0505 | C |
| 10) Hoerr Construction, Inc. | Dave | Tel: 309-691-6653 | P |
| Email: | | Fax: 309-508-7990 | C |
| 11) Kim Construction Company nc | Mike | Tel: 708 754-1181 | P |
| Email: | | Fax: 708 754-1183 | C |
| 12) National Power Rodding Corp. | Todd | Tel: 312 666-7700 | P |
| Email: | | Fax: 312 666-0748 | C |
| 13) Structured Solutions, LLC | Joshua | Tel: 800-518-8971 | P |
| Email: | | Fax: 317-449-0036 | C |
| 14) | | | P |
| Email: | | | C |
| 15) | | | P |
| Email: | | | C |

Pre-bid Meeting Minutes
for

**2023 Annual Manhole Rehabilitation Project**
**City Project 2023-14**

Conference Call
1-888-450-5996
Passcode: 133891
11:00 a.m. Wednesday, October 25, 2023

I. Introductions

*Kahlil Graves-Thomas provided introductions. Please send all question and interpretations to Kahlil Graves-Thomas @ kgraves-thomas@decaturil.gov*

II. Project Review

*The proposed improvement, 2023 Manhole Rehabilitation Project, designated as City Project 2023-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, frame and casting replacement, cleanup, and traffic control.*

A. Project focus is brick manholes
B. Lining of Brick Manhole Structures
C. Frame & Casting Replacement

III. Minority Participation Goals for Public Works Contracts – City Code Chapter 28, Article 10

IV.

A. Policy

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

*The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise,* ***and*** *18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed*

B. Definitions

*The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority.*

C. Project Goals and Good Faith Efforts

1. Minority Business Enterprise Goal: Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

*The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.*

*The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for* ***each*** *subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact.* ***Email requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.***

*The City* ***does not*** *require documented contacts for the purchase of goods, materials and equipment.*

*City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.*

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

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.

*a.* The City tracks this goal and prevailing wage reports *when required* monthly, and shall be submitted with all pay requests.

V. Other Items

*Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addenda*

*'s missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addenda. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.*

Questions:

1. Does the contractor HAVE to utilize the "Vylon pipe" spacer described under SP-6, can this be a concrete like spacer?
    a. It is recommended that type of spacer is used. It has been used during historic projects and has been effective overall. There are epoxy and plastic substitutes and if the contractor would like to use an equivalent it must be proposed prior to bid advertisement.
2. If any substitutes were to be proposed, when are these due?
    a. The project goes out for bid Wednesday, November 8, 2023 and we would like all supportive documents for such substitutes at best a week prior to bid date for review.
3. For bid Items 3&4 (Manholes to be reconstructed with NEW FRAME), is the contractor responsible for providing New Frame & Cover or is the City going to provide?
    i. The Contractor shall supply and install the frames and covers.
4. For bid Item 3&4 , the drawing listed in Appendix C shows a Storm Lid and open grate storm lid. Can you please provide the drawing for the correct Sanitary Sewer lid that the City wants installed.
    i. This is the City standard drawing. It shows both types of lids. All lids for this project shall be the closed type. The notes clarify which types of lids to use.
5. Please Refer to page 64 Section 8, Strong Seal Systems QSR is not a cement liner, it is a patching and profile mix. Could this be considered a typo and would you accept Strong Seal Sytems MS-2C?
    i. Yes, this is a typo
6. Please Refer to page 60 (Manholes to be reconstructed with New Frame & Grate). Could the City provide a drawing that describes what is required for this bid item. Is the Vylon pipe spacer only required on paved locations? Are pavement and turf restorations incidental to this bid item?
    i. Scope of work is spelled out in the specification. The Vylon pipe spacer is required for ALL Casting Replacements. Pavement and turf restorations shall be included in the price per bid items as defined as "MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT" & "MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL"

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

*The "minority person" definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.*

**SECTION 10-1. POLICY**:

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

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

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

**SECTION 10-2. DEFINITIONS:**

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

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

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

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

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

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

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

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

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]

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

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

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

**SECTION 10-4. PROGRAM ADMINISTRATION:**

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

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

**SECTION 10-5. PENALTIES:**

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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

**SECTION 10-6. APPEALS:**

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

**SECTION 10-7. WAIVER:**

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

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

# Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2

**(30 ILCS 575/2)**

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) "Minority person" shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) Black or African American (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

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

# Notification of Change in Participation

| | | | |
|---|---|---|---|
| Date: | | Project Title: | |
| | | Project Number: | |

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

**If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:**

| | | | | | |
|---|---|---|---|---|---|
| From Name: | | | To Name: | | |
| Address: | | | Address: | | |
| Phone: | | | Phone: | | |
| Status: | ☐ MBE | ☐ Non-MBE | Status: | ☐ MBE | ☐ Non-MBE |
| | | | Contract Amount: | | |
| Will the scope of work change? | ☐ Yes | ☐ No | | | |

| |
|---|
| Describe the scope of work change: |
| |
| |
| Reason for subcontractor change: |
| |
| |
| Describe good faith efforts to utilize an MBE: |
| |
| |

_____ _____
Signature of Prime Contractor Date

_____ _____
Signature of Prime Contractor Date

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

**RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER**

# Minority Business Enterprise (MBE) Information Form

| | | | |
|---|---|---|---|
| Date: | | Project Title: | |
| Total Contract Value: | | Project Number: | |

**Section I: Minority Business Enterprise (MBE)Information**

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

**Section II: Description of Services or Materials to be Provided**

| Description of Scope of Services Agreed Upon | Estimated Amount | Estimated % of Total Contract |
|---|---|---|
| | | |

**<u>This form must be completed and submitted with the bid proposal for each MBE.</u>** All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** <u>and</u> **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

| Prime Contractor Signature | Print |
|---|---|
| | |
| **Title** | **Date** |
| | |

| Minority Business Enterprise Signature | Print |
|---|---|
| | |
| **Title** | **Date** |
| | |

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

# Final Minority Business Enterprise (MBE) Participation Documentation

| | | | |
|---|---|---|---|
| Date: | | Project Title: | |
| Total Contract Value: | | Project Number: | |

**Section I: Prime Contractor Information**

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

**Section II: Selected Non-MBE Subcontractors**

| Subcontractor Name | Estimated Amount | Est. % of Total Contract | Actual Amount | Actual % of Total Contract |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Non-MBE Subcontractor Total** | | | | |

If more subcontractors are utilized, please copy this form and attach the additional information.

**Section III: Selected MBE Subcontractors**

| Subcontractor Name | Estimated Amount | Est. % of Total Contract | Actual Amount | Actual % of Total Contract |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **MBE Subcontractor Totals** | | | | |
| If more subcontractors are utilized, please copy this form and attach the additional information. | | | | |

**Section III: Selected MBE purchase of Goods, Materials, and Equipment**

| Name | Estimated Amount | Est. % of Total Contract | Actual Amount | Actual % of Total Contract |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **MBE Totals** | | | | |
| If more MBE's are utilized, please copy this form and attach the additional information. | | | | |

**CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.**

| | |
|---|---|
| ☐ | MBE Goal of 10% **has been** reached |
| ☐ | MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid |
| ☐ | MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation) |
| ☐ | MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000 |
| ☐ | Other – (State reason and attach explanation) |

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

# CONTRACT

THIS CONTRACT, made and entered into this 20th day of November ,2023, by and between the City of Decatur, Illinois, hereinafter called "Owner", and **Culy Contracting LLC** hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **2023 Annual Manhole Rehabilitation Project, City Project 2023-14,** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *June 1, 2024.*** The Contractor shall complete all work subject to the date on or before the specified date.

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

| | |
|---|---|
| Advertisement for Bids | Special Provisions |
| Information for Bidders | Project Drawings |
| Bid Proposal | Standard Drawings |
| Non-Collusion Affidavit | Special Conditions |
| Contract (This Instrument) | General Conditions |
| Contract Change Orders | Supplemental Specifications |
| Performance Bond | Standard Specifications |
| Addenda | Appendices |

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

_____
CITY CLERK

By _____
MAYOR

**CULY CONTRACTING LLC**

_____
SECRETARY (Corporate Seal)

By _____
PRESIDENT

# CONTRACT BOND

**Project** **2023 Manhole Rehabilitation Project**

**Project Number** **2023-14**

We, **CULY CONTRACTING LLC**

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

**Two Hundred, Eight Thousand, Nine Hundred Nine Dollars and 60/100**

_____ Dollars ( **$208,909.60** ), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

**PRINCIPAL**

**CULY CONTRACTING LLC**

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____ Notary Public **(SEAL)**

**SURETY**

_____ (Name of Surety)

By: _____ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____ Notary Public **(SEAL)**

**CITY OF DECATUR**

Approved this **20TH** day of **November**, A.D. **2023**

Attest:

_____ Kim Althoff, City Clerk

City Council

_____ City of Decatur, Illinois

_____

_____ Julie Moore Wolfe, Mayor

**Project Name:** 2023 ANNUAL MANHOLE REHABILITATION

**Project Number:** 2023-14

**Bid Date:** 11/8/2023

**Time:** 11:00 A.M.

**Fund:** Sewer Fund

**Organization Code:** 79487906
**Object Code:** 489030

**Engineer's Estimate**
City Engineering Division

| Item Number | Pay Item | Quantity | Unit | Engineer's Estimate Unit Price | Engineer's Estimate Total | CULY CONTRACTING LLC<br>5 INDUSTRIAL PARK DRIVE<br>WINCHESTER, IN 47394<br>CONTACT PERSON<br>JACOB HART<br>(765) 584-8509<br>jacob.hart@culycontracting.com Unit Price | CULY CONTRACTING LLC Total | STRUCTURED SOLUTIONS,LLC<br>814 W PEARL ST.<br>UNION CITY, IN 47390<br>CONTACT PERSON<br>JOSHUA PRICE<br>(800) 518-8971<br>jprice@structuredsolutions.us Unit Price | STRUCTURED SOLUTIONS,LLC Total | HOERR CONSTRUCTION<br>1416 COUNTY ROAD 200N<br>GOODFIELD, IL 61742<br>CONTACT PERSON<br>MAX P. HOERR II<br>(309) 691 6653<br>info@hoerr.com<br>jmanijah@hoerr.com Unit Price | HOERR CONSTRUCTION Total | HYDRO-KLEAN, LLC<br>333 NW 49TH PLACE<br>DES MOINES, IA 50313<br>CONTACT PERSON<br>JILL LOMP<br>(515) 283-0500<br>jlomp@hksolutionsgroup.com Unit Price | HYDRO-KLEAN, LLC Total | NATIONAL POWER RODDING CORP.<br>2500 W. ARTHINGTON ST.<br>CHICAGO, IL 60612<br>CONTACT PERSON<br>REID RUPRECHT/TODD SHOBAYO<br>(312) 666-7700<br>office@nationalpowerrodding.com Unit Price | NATIONAL POWER RODDING CORP. Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | CEMENTITIOUS LINER, 1.5" THICK | 378.3 | V.L.F. | $210.00 | $79,443.00 | $176.00 | $66,580.80 | $170.00 | $64,311.00 | $320.00 | $121,056.00 | $643.15 | $243,303.65 | $675.00 | $255,352.50 |
| 2 | SAMPLE MATERIAL TESTING | 10 | EA. | $250.00 | $2,500.00 | $80.00 | $800.00 | $200.00 | $2,000.00 | $610.00 | $6,100.00 | $225.00 | $2,250.00 | $1,500.00 | $15,000.00 |
| 3 | MANHOLES TO BE RECONSTRUCTED WITH NEW | 19 | EA. | $4,000.00 | $76,000.00 | $2,100.00 | $39,900.00 | $2,200.00 | $41,800.00 | $3,000.00 | $57,000.00 | $3,000.00 | $57,000.00 | $7,500.00 | $142,500.00 |
| 4 | MANHOLES TO BE RECONSTRUCTED WITH NEW | 7 | EA. | $1,500.00 | $10,500.00 | $975.00 | $6,825.00 | $1,500.00 | $10,500.00 | $2,800.00 | $19,600.00 | $2,200.00 | $15,400.00 | $5,500.00 | $38,500.00 |
| 5 | MANHOLE CHIMNEY SEAL | 46 | EA. | $500.00 | $23,000.00 | $280.00 | $12,880.00 | $640.00 | $29,440.00 | $600.00 | $27,600.00 | $500.00 | $23,000.00 | $1,400.00 | $64,400.00 |
| 6 | BENCHWALL TO BE CONSTRUCTED | 16 | EA. | $750.00 | $12,000.00 | $365.00 | $5,840.00 | $500.00 | $8,000.00 | $900.00 | $14,400.00 | $800.00 | $12,800.00 | $28,000.00 | $44,800.00 |
| 7 | ALTERATIONS, CANCELLATIONS, EXTENSIONS, I | 1 | L.S. | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 |
| | **TOTAL BIDS (AS CORRECTED)** | | | | $223,443.00 | | $152,825.80 | | $176,051.00 | | $265,756.00 | | $373,753.65 | | $580,552.50 |
| | **Percent Over Under ENGINEER'S ESTIMATE** | | | | | | -31.60% | | -21.21% | | 18.94% | | 67.27% | | 159.82% |
| | **ALTERNATE "A"** | | | | | | | | | | | | | | |
| A.1 | CEMENTITIOUS LINER, 1.5" THICK | 75.9 | V.L.F. | $210.00 | $15,939.00 | $176.00 | $13,358.40 | $170.00 | $12,903.00 | $300.00 | $22,770.00 | $643.15 | $48,815.09 | $700.00 | $53,130.00 |
| A.2 | MANHOLES TO BE RECONSTRUCTED WITH NEW | 5 | EA. | $4,000.00 | $20,000.00 | $2,175.00 | $10,875.00 | $2,200.00 | $11,000.00 | $3,000.00 | $15,000.00 | $3,000.00 | $15,000.00 | $8,500.00 | $42,500.00 |
| A.3 | MANHOLES TO BE RECONSTRUCTED WITH NEW | 0 | EA. | $1,500.00 | $0.00 | $975.00 | $0.00 | $1,500.00 | $0.00 | $2,800.00 | $0.00 | $2,200.00 | $0.00 | $6,000.00 | $0.00 |
| A.4 | MANHOLE CHIMNEY SEAL | 8 | EA. | $500.00 | $4,000.00 | $280.00 | $2,240.00 | $640.00 | $5,120.00 | $600.00 | $4,800.00 | $500.00 | $4,000.00 | $1,600.00 | $12,800.00 |
| A.5 | BENCHWALL TO BE CONSTRUCTED | 7 | EA. | $750.00 | $5,250.00 | $365.00 | $2,555.00 | $500.00 | $3,500.00 | $900.00 | $6,300.00 | $800.00 | $5,600.00 | $3,000.00 | $21,000.00 |
| | **TOTAL ALTERNATE "A" BIDS (AS CORRECTED)** | | | | $45,189.00 | | $29,028.40 | | $32,523.00 | | $48,870.00 | | $73,415.09 | | $129,430.00 |
| | **Percent Over Under ENGINEER'S ESTIMATE** | | | | | | -35.76% | | -28.03% | | 8.15% | | 61.46% | | 186.42% |
| | **ALTERNATE "B"** | | | | | | | | | | | | | | |
| B.1 | CEMENTITIOUS LINER, 1.5" THICK | 30.9 | V.L.F. | $210.00 | $6,489.00 | $176.00 | $5,438.40 | $170.00 | $5,253.00 | $300.00 | $9,270.00 | $643.15 | $19,873.34 | $700.00 | $21,630.00 |
| B.2 | CEMENTITIOUS LINER, 2.0" THICK | 56.0 | V.L.F. | $230.00 | $12,880.00 | $237.00 | $13,272.00 | $195.00 | $10,920.00 | $365.00 | $20,440.00 | $843.15 | $47,216.40 | $725.00 | $40,600.00 |
| B.3 | MANHOLES TO BE RECONSTRUCTED WITH NEW | 3 | EA. | $4,000.00 | $12,000.00 | $2,100.00 | $6,300.00 | $2,200.00 | $6,600.00 | $3,000.00 | $9,000.00 | $3,000.00 | $9,000.00 | $8,500.00 | $25,500.00 |
| B.4 | MANHOLES TO BE RECONSTRUCTED WITH NEW | 0 | EA. | $1,500.00 | $0.00 | $975.00 | $0.00 | $1,500.00 | $0.00 | $2,800.00 | $0.00 | $2,200.00 | $0.00 | $6,000.00 | $0.00 |
| B.5 | MANHOLE CHIMNEY SEAL | 6 | EA. | $500.00 | $3,000.00 | $280.00 | $1,680.00 | $640.00 | $3,840.00 | $600.00 | $3,600.00 | $500.00 | $3,000.00 | $1,600.00 | $9,600.00 |
| B.6 | BENCHWALL TO BE CONSTRUCTED | 1 | EA. | $750.00 | $750.00 | $365.00 | $365.00 | $500.00 | $500.00 | $900.00 | $900.00 | $800.00 | $800.00 | $3,000.00 | $3,000.00 |
| | **TOTAL ALTERNATE "B" BIDS (AS CORRECTED)** | | | | $35,119.00 | | $27,055.40 | | $27,113.00 | | $43,210.00 | | $79,889.74 | | $100,330.00 |
| | **Percent Over Under ENGINEER'S ESTIMATE** | | | | | | -22.96% | | -22.80% | | 23.04% | | 127.48% | | 185.69% |
| | **Total Base Pluse Alternate "A" & "B" Bid** | | | | $303,751.00 | | $208,909.60 | | $235,687.00 | | $357,836.00 | | $527,058.48 | | $580,552.50 |
| | **Percent Over Under ENGINEER'S ESTIMATE** | | | | | | -31.22% | | -22.41% | | 17.81% | | 73.52% | | 91.13% |

Paul E. Caswell, P.E., City Engineer

11/14/23
Date

**DATE:** 11/9/2023

**MEMO:** 2023-115

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

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

**SUBJECT: Ordinance Annexing Territory –2225 Lilac Drive**

**SUMMARY RECOMMENDATION:**
Staff recommends that the following Ordinance annexing territory 2225 Lilac Drive be approved.

**BACKGROUND:**
The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

**STAFF REFERENCE:** Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Paul Caswell 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 2225 Lilac Drive | Ordinance |

**ORDINANCE NO. _____**

**ORDINANCE ANNEXING TERRITORY**
**2225 LILAC DRIVE**

---

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

LOT THREE (3) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFICE OF MACON COUNTY.

.

PIN# 17-12-36-203-003

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 20th day of November 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

# PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Judy K Williams

Richard Williams

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2225 Lilac Drive, and legally described as follows:

LOT THREE (3) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY.

PIN #_17-12-36-203-003__

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

| SIGNATURE | PRINTED NAME | STREET ADDRESS, CITY, STATE |
|---|---|---|
| Judy K Williams | Judy K Williams | 2225 Lilac Dr. Decatur IL |
| Richard Williams | RICHARD WILLIAMS | |

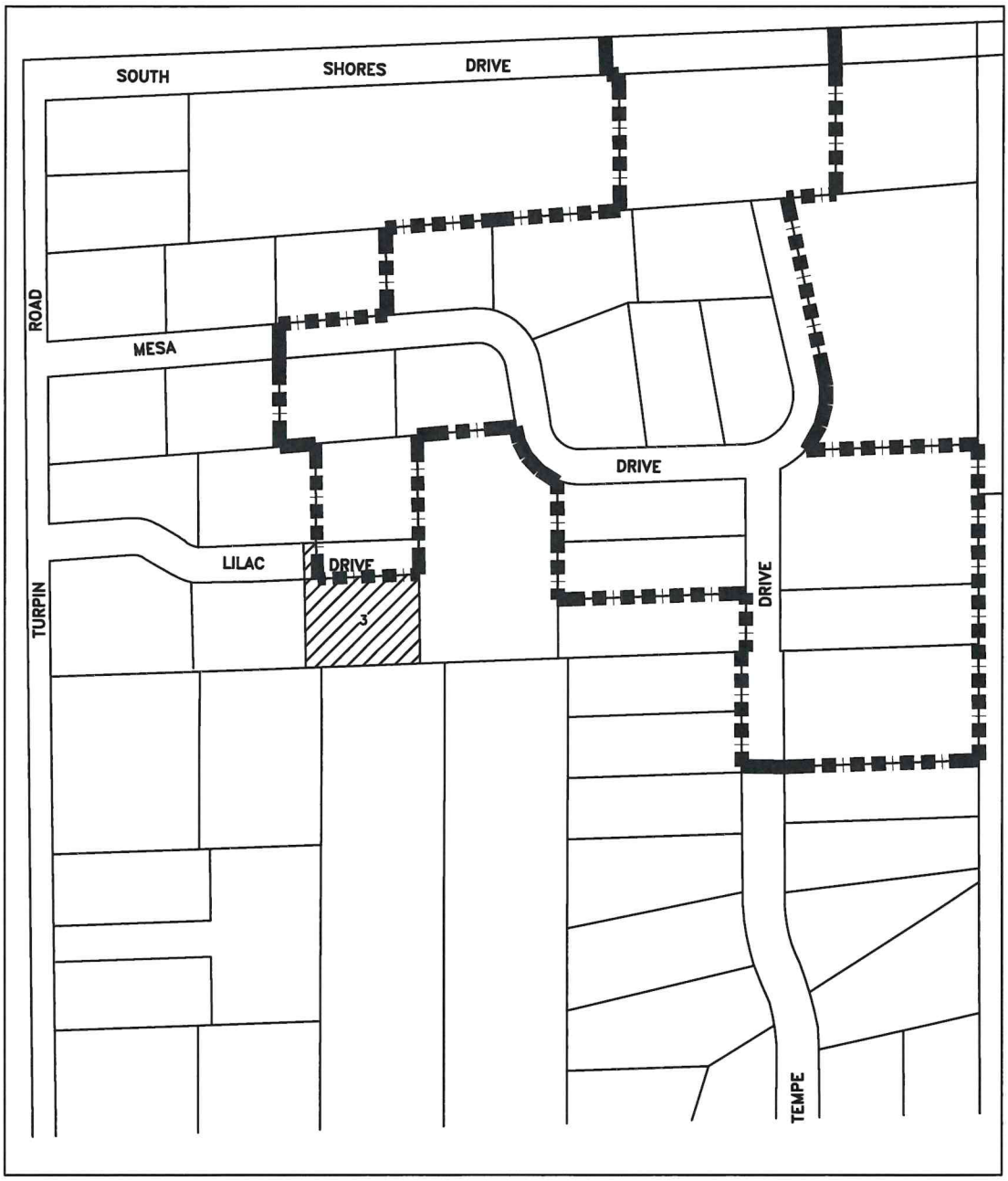
Signed and sworn to before me this 2nd day of ~~Oct~~ November, 2023

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\2225 Lilac Drive\2225 Lilac Drive Plat.dwg




# PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

## 2225 LILAC DRIVE

indicates territory annexed

indicates existing corporate limits

0.4591± acres

AREA 0.00072± sq. miles

15± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER
OF ILLINOIS

11-13-23

Director of Public Works – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

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

**ORDINANCE NO:** _____

**DEPARTMENT OF PUBLIC WORKS**
**ENGINEERING DIVISION**

Exhibit B

**DATE:** _____

**DATE:** 11/9/2023

**MEMO:** 2023-116

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

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

**SUBJECT: Ordinance Annexing Territory –2715 Southland Road**

**SUMMARY RECOMMENDATION:** Staff recommends that the following Ordinance annexing territory 2715 Southland Road be approved.

**BACKGROUND:** The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

**STAFF REFERENCE:** Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Paul Casswell 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 2715 Southland Road | Ordinance |

**ORDINANCE NO. _____**

**ORDINANCE ANNEXING TERRITORY**
**2715 SOUTHLAND 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 Richard D. Frey and Susan R. Frey, requesting that there be annexed to the City territory described as:

LOT 3 OF FREY'S SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED IN BOOK 1832 AT PAGE 520 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

.

PIN# 17-12-25-351-023

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 20th day of November 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

***RESIDENTIAL - OCCUPIED***

## PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

RONALD D. FREY

SUSAN R FREY

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2715 Southland Road, and legally described as follows:

LOT 3 OF FREY'S SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED IN BOOK 1832 AT PAGE 520 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-25-351-023

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 D. FREY | 2715 SOUTHLAND ROAD DECATUR IL |
| | SUSAN R FREY | 2715 Southland Rd Decatur IL 62521 |
| | | |
| | | |

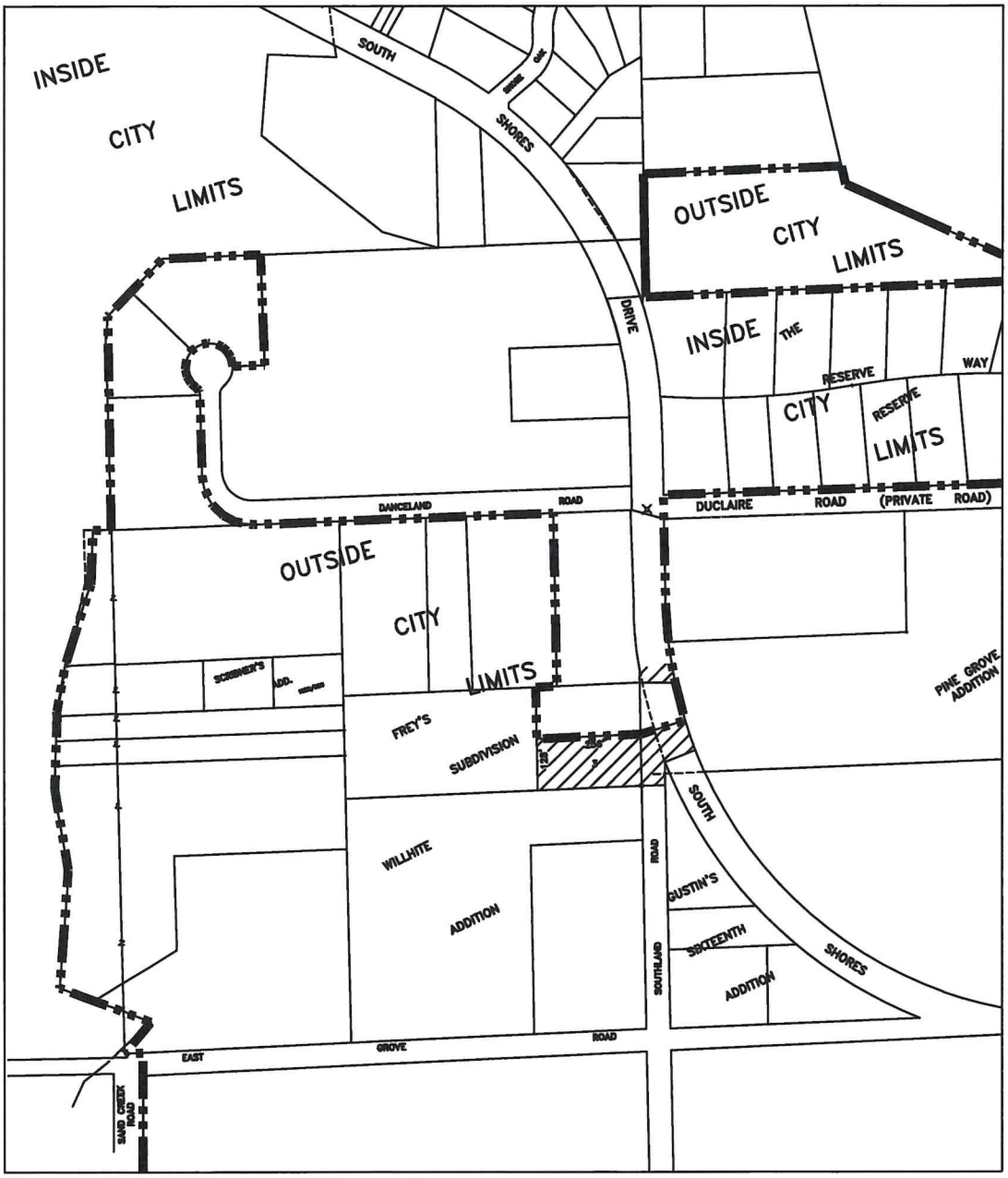
Signed and sworn to before me this 23 day of October, 2023

"OFFICIAL SEAL"
SHERRY L JACKSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-08-2026

Sherry L. Jackson
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\2715 Southland Road\2715 Southland Rd.dwg




# PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

## 2715 SOUTHLAND ROAD

**indicates territory annexed**

**indicates existing corporate limits**

**0.7522±** **acres**

**AREA 0.0012±** **sq. miles**

**187±** **lin. ft. of public road**

**SOUTH WHEATLAND** **township**

N.T.S.

MATTHEW C. NEWELL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

11-13-23

Director of Public Works – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062–048941
LICENSE EXPIRES NOV. 30, 2023

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

**ORDINANCE NO:** _____

**DATE:** _____

**DEPARTMENT OF PUBLIC WORKS**
**ENGINEERING DIVISION**

**DATE:** 11/9/2023

**MEMO:** 2023-117

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

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

**SUBJECT: Ordinance Annexing Territory –3023 Tempe Drive**

**SUMMARY RECOMMENDATION:**
Staff recommends that the following Ordinance annexing territory 3023 Tempe Drive be approved.

**BACKGROUND:** The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

**STAFF REFERENCE:** Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Paul Caswell 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 3023 Tempe Drive | Ordinance |

**ORDINANCE NO. _____**

**ORDINANCE ANNEXING TERRITORY**
**3023 TEMPE DRIVE**

---

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

LOT EIGHT (8) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

.

PIN# 17-12-36-203-016

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 20th day of November 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

***RESIDENTIAL - OCCUPIED***

## PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Shannon Moore Shannon Moore

Jason Moore J Moore

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3023 Tempe Drive, and legally described as follows:

LOT EIGHT (8) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS,

PIN #_17-12-36-203-016_

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.

| SIGNATURE | PRINTED NAME | STREET ADDRESS, CITY, STATE |
|---|---|---|
| J. Moore | Jason Moore | 3023 Tempe Dr. Decatur IL 62521 |
| Shannon Moore | Shannon Moore | |
| | | |
| | | |

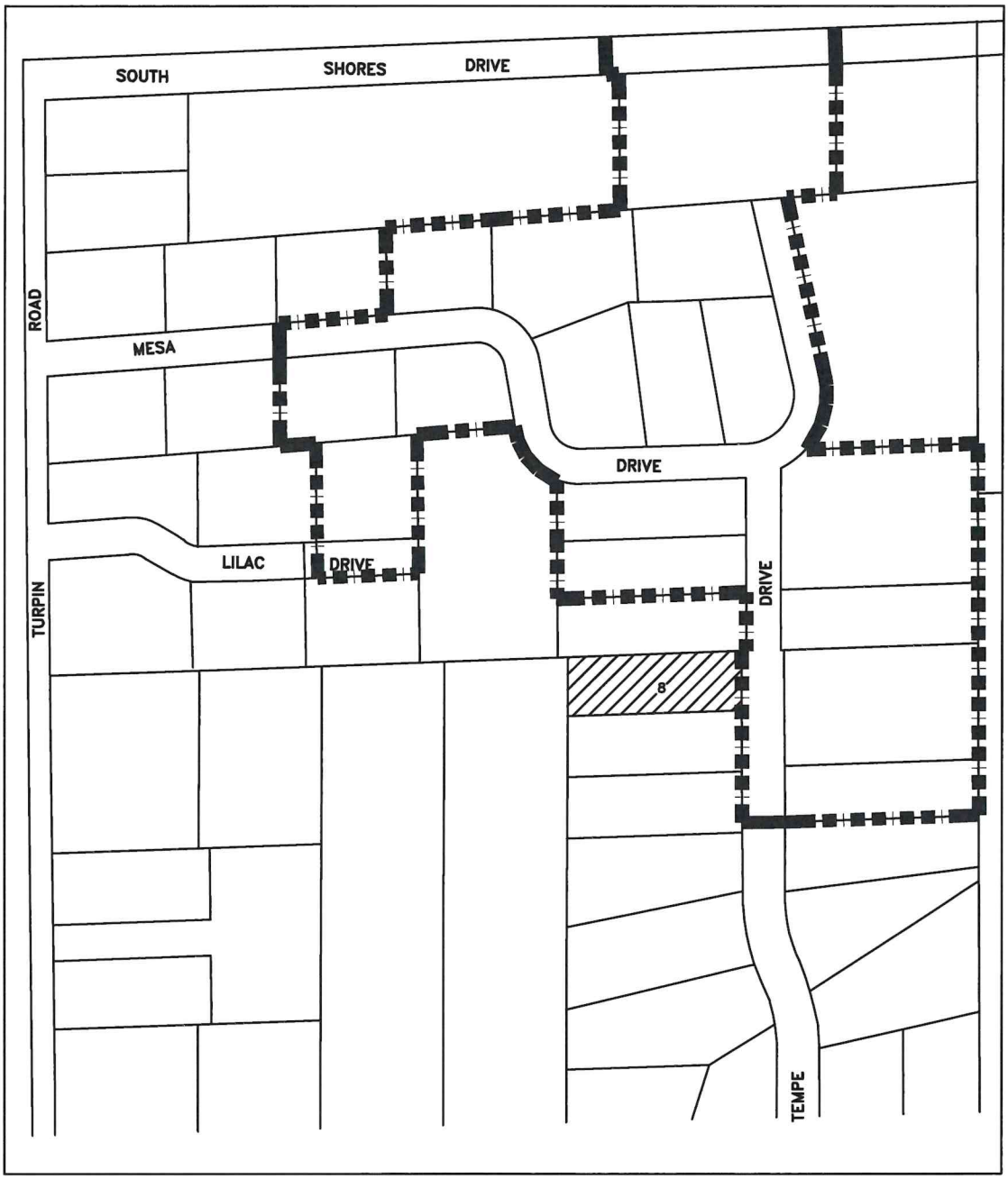
Signed and sworn to before me this 26th day of October, 2023

Tara R Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\3023 Tempe Drive\3023 Tempe Drive Plat.dwg




# PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

## 3023 TEMPE DRIVE

indicates territory annexed

indicates existing corporate limits

0.4461± acres

AREA 0.00069± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

11-13-23

Director of Public Works – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062–048941
LICENSE EXPIRES NOV. 30, 2023

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

**ORDINANCE NO:** _____

**DEPARTMENT OF PUBLIC WORKS**
**ENGINEERING DIVISION**

Exhibit B

**DATE:** _____

**DATE:** 11/9/2023

**MEMO:** 2023-118

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

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

**SUBJECT:**
**Ordinance Annexing Territory –3033 Tempe Drive**

**SUMMARY RECOMMENDATION:**
Staff recommends that the following Ordinance annexing territory 3033 Tempe Drive be approved.

**BACKGROUND:** The subject property is being annexed due to a water service agreement.

**POTENTIAL OBJECTIONS:** None

**STAFF REFERENCE:** Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Paul Caswell 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 3033 Tempe Drive | Ordinance |

**ORDINANCE NO. _____**

**ORDINANCE ANNEXING TERRITORY**
**3033 TEMPE DRIVE**

---

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

LOT SEVEN (7) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, ON PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-203-017

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 20th day of November 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

***RESIDENTIAL - OCCUPIED***

## PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

RONALD L BEAR

Laura Bear

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3033 Tempe Drive, and legally described as follows:

LOT SEVEN (7) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, ON PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY ILLINOIS.

PIN #_17-12-36-203-017___

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 |
|---|---|---|
| [signature] | RONALD L BEAR | 3033 TEMPE DR |
| | | |
| | | |
| | | |

Signed and sworn to before me this 17th day of October, 2023

[signature]
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

***RESIDENTIAL - OCCUPIED***

# PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Laura Bear

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3033 Tempe Drive, and legally described as follows:

LOT SEVEN (7) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, ON PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY ILLINOIS.

PIN #_17-12-36-203-017___

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 |
|---|---|---|
| Laura Bear | Laura Bear | 3033 Tempe Drive |

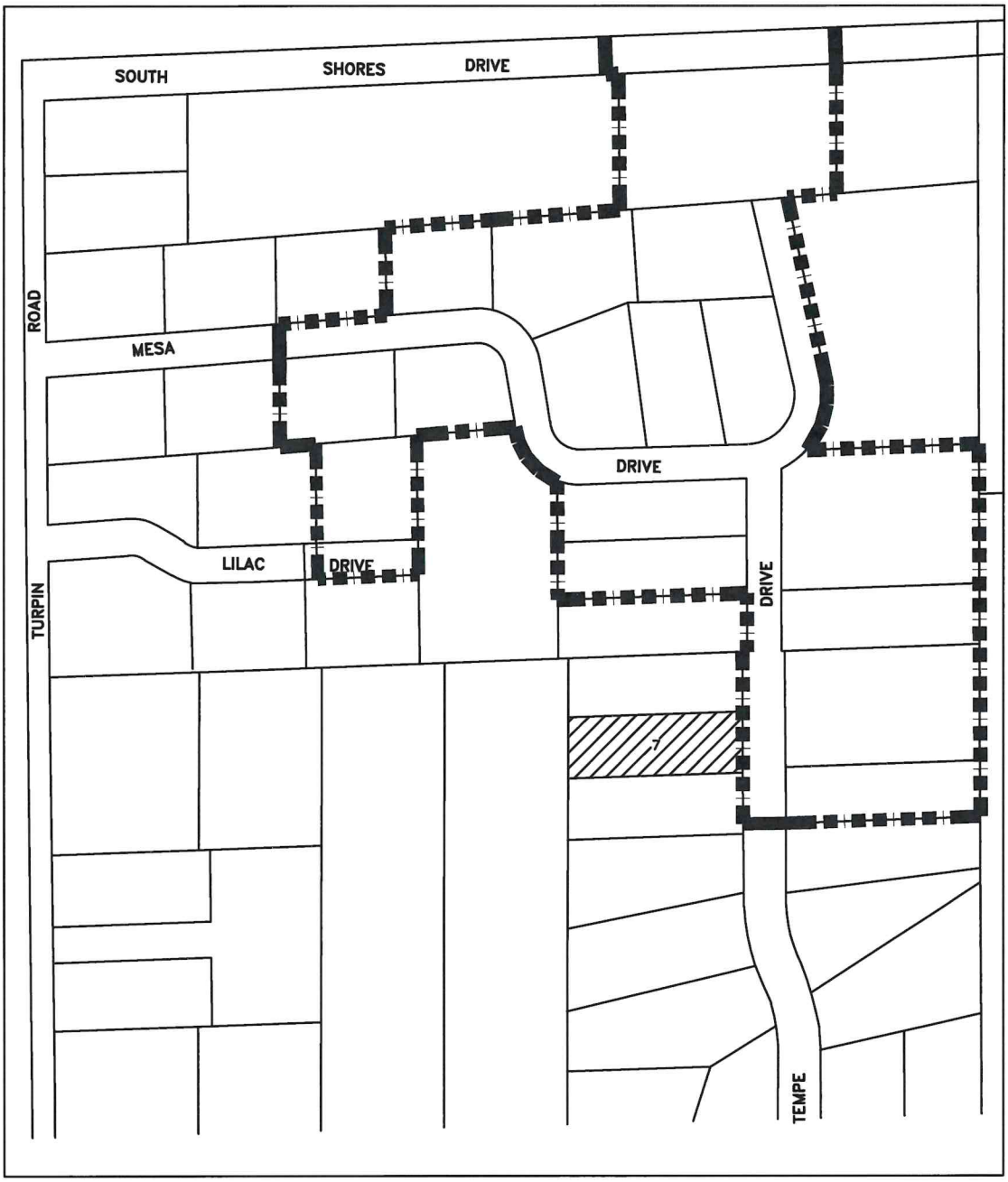
Signed and sworn to before me this 27th day of October, 2023

Tara R. Bachstein
Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\3033 Tempe Drive\3033 Tempe Drive Plat.dwg




# PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

## 3033 TEMPE DRIVE

indicates territory annexed

indicates existing corporate limits

0.4613± acres

AREA 0.00072± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

11-13-23

Director of Public Works – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062–048941
LICENSE EXPIRES NOV. 30, 2023

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

**ORDINANCE NO:** _____

**DEPARTMENT OF PUBLIC WORKS**
**ENGINEERING DIVISION**

Exhibit B

**DATE:** _____

**SUBJECT:** Resolution Authorizing Action Regarding Unsafe Structures

**ATTACHMENTS:**

| Description | Type |
| --- | --- |
| Memo | Cover Memo |
| Resolution | Resolution Letter |
| List of Properties to be Demolished | Backup Material |

**ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMO**: No. 23-16

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

**FROM:** Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

**DATE:** November 20, 2023

**SUBJECT**: Resolution Authorizing Action Regarding Unsafe Structures

**SUMMARY RECOMMENDATION**: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

**BACKGROUND:** This is the beginning of the process seeking court-ordered demolition of four (4) unsafe and abandoned structures throughout the community.

**POTENTIAL OBJECTIONS**: No known objections to this resolution.

**INPUT FROM OTHER SOURCES**: Legal Department staff.

**BUDGET/TIME IMPLICATIONS:** None

**STAFF REFERENCE**: Any additional questions may be forwarded to Cordaryl "Pat" Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES**

---

**1205 N. Edward** **351 W. Macon** **1045 N. Oakdale Ave**

**347 W. North**

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the best interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 20th day of November, 2023.

_____
Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo November 20, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

Edward, 1205 N. This property was posted Unfit for Human Habitation in September 2020. House and garage do not meet minimum standards of housing code. House has foundation that is leaning, roof on porch is coming apart and deteriorated, rails, and stairs to porch are in disrepair, roof has holes and shingles missing, garage is falling over and is unsafe.

Macon, 351 W. This property was posted as Unfit for Human Habitation in September 2021. House has several interior and exterior violations that need to be brought to minimum code.

Oakdale, 1045 N. This property was posted as Unfit for Human Habitation in September 2022. House has numerous exterior and interior violations that need to be brought to minimum code.

North, 347 W. This property was posted as Unfit for Human Habitation in November 2023. House has numerous exterior and interior violations that need to be brought to minimum code.

**SUBJECT:** Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 570 W. William St

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Memo | Cover Memo |
| Resolution | Resolution Letter |
| Exhibit | Exhibit |

## ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

**MEMO**: No. 23-18

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

**FROM:** Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

**DATE:** November 20, 2023

**SUBJECT**: Resolution Authorizing the Execution of Agreement for Demolition of vacant building with Steve's Trucking at 570 W. William St.

**SUMMARY RECOMMENDATION**: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

**BACKGROUND:** The building at 570 W. William St. was put out for demolition bid and crossed the threshold for council approval. This property was put out as a single demolition bid.

**POTENTIAL OBJECTIONS**: No known objections to this resolution.

**INPUT FROM OTHER SOURCES**: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

**BUDGET/TIME IMPLICATIONS:** None

**STAFF REFERENCE**: Any additional questions may be forwarded to Cordaryl "Pat" Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH STEVE'S TRUCKING FOR THE DEMOLITION OF 570 W. WILLIAM ST**

---

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 570 W. William St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of $58,975.00 for 570 W. William St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of $58,975.00.

PRESENTED and ADOPTED this 20th day of November 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

| **Project Name:** Demolition of Properties- 570 W William St<br><br>**Bid Date: 11/16/2023**<br><br>**Time: 9:00 a.m.** | | **Steve's Trucking**<br><br>**Decatur, IL** | **S. Shafer Excavating**<br><br>**Pontoon Beach, IL** | **JRH Services**<br><br>**Decatur, IL** |
|---|---|---|---|---|
| | **Description** | **Unit Price** | **Unit Price** | **Unit Price** |
| | Demolition | $58,975.00 | $79,000.00 | $201,750.00 |
| | Asbestos | $0.00 | $2,000.00 | $4,500.00 |
| | Plumbing | $0.00 | $2,000.00 | $15,000.00 |
| **TOTAL** | | $58,975.00 | $83,000.00 | $221,250.00 |

**DATE:** 11/14/2023

**MEMO:** 2023-11

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

**FROM:** Scot Wrighton, City Manager

**SUBJECT:** Monthly Reports, October, 2023

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Community & Economic Development, October, 2023 | Backup Material |
| Fire, October, 2023 | Backup Material |
| IT, October, 2023 | Backup Material |
| Police, October 2023 | Backup Material |
| Public Works, October, 2023 | Backup Material |
| Transit, October, 2023 | Backup Material |

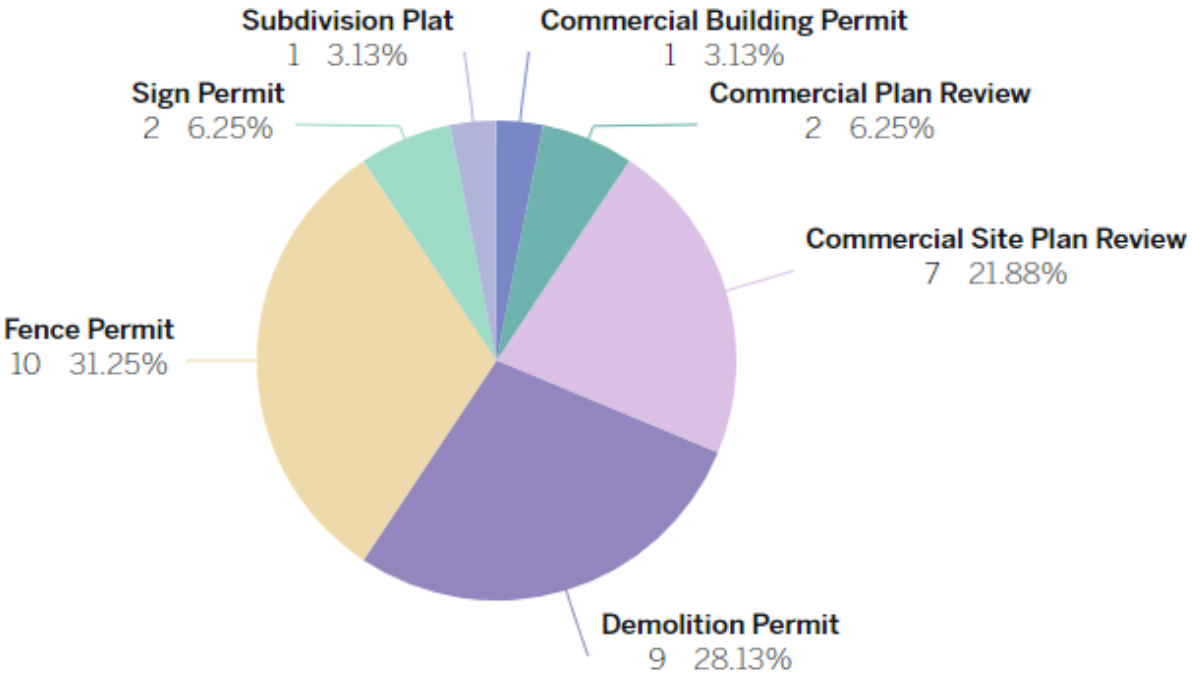
**ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT**
**MONTHLY REPORT**

**October 2023**

## PLANNING AND DEVELOPMENT DIVISION

For the month of October, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. A training and orientation session was held for Plan Commission and Zoning Board of Appeals members.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed thirty-two (32) submittals, broken down by review type below:




We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

**Vacant Lot Sales**

| PAST MONTH | TOTAL | TOTAL REVENUE |
|---|---|---|
| 2 | 90 Lots | $45,700 |

**Property Acquisitions**

| PAST MONTH | TOTAL SINCE 09/01/2021 |
|---|---|
| NO DATA | NO DATA |

**BUILDING INSPECTIONS DIVISION**

For October, we issued 194 permits broken down by permit type below. Of those, we had 5 permits with a value of over $250,000. The Division performed 430 inspections and 6 consultations.

| PERMIT TYPE | # ISSUED | WORK VALUE |
|---|---|---|
| Commercial Building | 8 | $12,052,717 |
| Residential Building | 21 | 440,179 |
| Demolition | 10 | 193,725 |
| Electrical | 27 | 163,686 |
| Mechanical | 21 | 138,346 |
| Plumbing | 35 | 195,517 |
| Roof | 60 | 1,773,847 |
| Pool | 1 | 10,000 |
| Fence | 8 | 21,450 |
| Sign | 2 | 115,000 |
| Wheelchair Ramp | 1 | 3,500 |
| **TOTAL** | **194** | **$15,107,967** |

**NEIGHBORHOOD REVITALIZATION DIVISION**

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to areas of the city.
- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants will be in the form of roof replacements.
- Staff continues to work with the Economic Development Council to establish the Workforce Development Ecosystem.
- Staff continue strategic planning with CONO to increase capacity building.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City of Decatur is partnering with Richland Community College, Empowerment Opportunities Corporation (EOC), Building and Trades, Land of Lincoln Credit Union to rehabilitate a house and serve as transitional housing for a homeless family.
- The city continues hosting Remodeling Repair & Painting (RRP) worker certification classes. We have a waiting list. The hope is to increase the number of contractors available to work on rehab projects.
- ECD has adopted Hope Academy as part of the Great Streets Great Neighborhood initiative. Staff participated in its Fall festival and donated flash cards and site words for children to take home.

- Staff attended ribbon cutting for Carrie Lane, a group home project for those who are mentally disadvantaged. HOME funds were used as part of the funding.
- Staff participated in SIA garden ribbon cutting. Partners included: Johns Hill Magnet School, Block by Block, ADM.
- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper Corridor.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Inherited Services.
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon. A public meeting is scheduled for November.
- The staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied programs.
- Staff met with outside agencies, i.e., Dove, CoC, Homeless Advisory Council, Shemilah Outreach, SIA, GM Square, NAACP, Workforce Investment Solutions, Empowerment Opportunities Center, CONO, and various committees.

**NEIGHBORHOOD INSPECTIONS DIVISION**

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of October 2023.

**ATTACHMENT**

| NEW CASES | |
|---|---|
| Health & Safety (72 Hour) | 157 |
| Direct to Legal (Repeat Offenders) | 0 |
| Housing and Unfit | 49 |
| No Garbage Service | 21 |
| Nuisance | 143 |
| Secure of Abandoned Buildings | 22 |
| Weeds | 42 |
| TOTAL | 434 |

| DEMOLITIONS | |
|---|---|
| Year-to-Date Demolished | 94 |
| New Cases | 9 |
| Sent to Legal | 8 |
| Sent to Council | 9 |
| Out to Bid | 15 |
| Contracts Granted | 0 |
| Contract Amount | 0 |
| Permits Issued | 0 |
| Permits Finaled | 8 |
| Active Demolitions | 183 |

| RE-INSPECTION VISITS | |
|---|---|
| Code Enforcement | 1044 |
| Weeds | 96 |
| TOTAL | 1140 |

| GARBAGE SERVICE COMPLAINTS | |
|---|---|
| Received | 1 |

| INVOICES* | |
|---|---|
| New Invoices | 198 |
| Dollar Amount | $33,591.49 |

| CASES SENT TO LEGAL FOR COURT | |
|---|---|
| Code Enforcement | 102 |
| Weeds | 58 |

| PAYMENTS RECEIVED** | |
|---|---|
| Weeds | $660.00 |

| WEED ABATEMENT | |
|---|---|
| Contractor Mowed | 27 |
| Owner Mowed | 13 |
| TOTAL | 40 |

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

# DECATUR FIRE DEPARTMENT

MEMORANDUM

2023-16

November 13, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – October 2023

The fire department responded to 1231 alarms in October. There have been 11,681 alarms during the first ten months of 2023. The total for the same period in 2022 was 10,669 alarms. The vast majority of these alarms are medical in nature. The alarms keep increasing in number as the population continues to decline.

Station 6 will need to be closed in November due to a sewer line that is under the concrete floor in the station needs to be replaced. Engine 6 will be relocated to station 1 during this time. The station could be closed until mid-December depending on how fast the work is completed.

Reserve Engine 8 was involved in a traffic accident while responding to an alarm. The apparatus is damaged beyond repair and is out-of-service. The new apparatus will not be delivered for two years. An old 2001 pumper that was kept for an emergency has been placed back into service.

| Incident Type Category | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Grand Total - Current |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 - Fire | 33 | 27 | 26 | 46 | 43 | 62 | 39 | 21 | 40 | 16 | 14 | 367 |
| 2 - Overpressure Rupture, Explosion, Overheat (No Fire) | 2 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 5 |
| 3 - Rescue & Emergency Medical Service Incident | 867 | 794 | 788 | 820 | 826 | 798 | 790 | 836 | 852 | 882 | 336 | 8,589 |
| 4 - Hazardous Condition (No Fire) | 17 | 33 | 78 | 30 | 32 | 106 | 61 | 46 | 28 | 29 | 11 | 461 |
| 5 - Service Call | 123 | 98 | 131 | 111 | 110 | 99 | 108 | 126 | 112 | 128 | 41 | 1,184 |
| 6 - Good Intent Call | 64 | 57 | 73 | 87 | 89 | 87 | 92 | 87 | 109 | 94 | 33 | 872 |
| 7 - False Alarm & False Call | 66 | 53 | 64 | 51 | 45 | 51 | 70 | 86 | 67 | 82 | 25 | 660 |
| 8 - Severe Weather & Natural Disaster | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 3 |
| Grand Total | 1,172 | 1,061 | 1,160 | 1,146 | 1,145 | 1,205 | 1,150 | 1,202 | 1,209 | 1,231 | 460 | 12,141 |

The busiest fire companies for the month of October were:

| Fire Company | Alarms |
|---|---|
| Engine 1 | 286 |
| Engine 5 | 231 |
| Engine 6 | 214 |
| Engine 3 | 213 |
| Truck 2 | 141 |

**Fire Prevention:**

The fire inspector test was given for the second time and only one person passed. The inspector test will be given again with some minor changes. The two inspector positions will be filled once a list is established with enough candidates to fill the vacant positions.

**Training:** No Report

**Monthly Report of Priorities and Projects**
**Information Technology Department**
**Fiscal Year 2023**
**October**

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Microsoft is sunsetting the SQL Server 2012 operating system. The city server environment had 31 servers that need updated to at least SQL Server 2019. As of this writing we still have 20 servers to update between now and the end of the calendar year.
- One of the DB2 self-developed applications abandoned by I.T. a few weeks ago caused a phone directory lookup tool on the city's intranet to stop functioning. Rather than going back, it was decided to rebuild a phone directory lookup tool outside of DB2. I.T. is currently studying the best way to go about this.
- I.T is working with finance to develop a workflow within OpenGov to mange food & beverage tax reporting using the web to submit and manage tax forms to the city.
- Continuing to refine the Cradle Point police vehicle access to data servers from squad cars.
- Identified a video storage classification issue with DPD storage requiring reclassification of thousands of videos which will be completed in November.
- The Decatur Public School Fiber Extension Grant Project is 100% complete. Work will begin soon with the school district to connect up some of their schools.
- The Transit Bus Wi-Fi specification has been completed and cross training for another IT staff member to assist with its installation has finished. Technology will start going into buses in November and is anticipated to be complete in all buses by the end of the calendar year.
- In October, IT processed 138 Help Desk tickets, resolving only 68 during the initial point of contact with IT staff (49.28% First Call Resolution Rate (FCR)). After an audit was conducted of the call ticket data, a champaign was started with I.T. staff in late August to ensure call tickets are logged and those resolved on the first call are marked as such to insure we have accurate data for this measurement. Goal continues to be an FCR of 50% or greater.

# DECATUR ILLINOIS POLICE DEPARTMENT

## 2023 October Monthly Report

**To:** Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

**From:** Chief Shane Brandel

## CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

### Sworn Police Officer Staffing

| | |
|---|---|
| Police Chief | 1 |
| Deputy Chief | 3 |
| Lieutenant | 4 |
| Sergeant | 17 |
| Patrol Officer | 113 |
| **TOTAL** | **138** |

| | |
|---|---|
| **Budgeted** | **148** |

| | |
|---|---|
| Non-deployable: Officers at Academy or in FTO | 12 |
| Non-deployable: Officers on Injury Status | 3 |
| Retirements/Resignations Expected Next Month | 1 |

### Civilian Employee Staffing

| | |
|---|---|
| Executive Assistant | 1 |
| Crime Analyst | 2 |
| Records Clerk | 2 |
| Records Supervisor | 1 |
| Parking Enforcement | 2 |
| Digital Forensic Examiner | 1 |
| Police Support Officer | 2 |
| Police Support Specialist | 2 |
| FOIA Officer (part-time) | 2 |
| **TOTAL** | **15** |

### Freedom of Information (FOIA) Requests

**Month:** 271 **YTD:** 2,445

# DECATUR ILLINOIS POLICE DEPARTMENT

## 2023 October Monthly Report

## PATROL DIVISION

| Community Engagement | Amount | YTD |
|---|---|---|
| Community Meetings | 0 | 6 |
| Directed Patrols | 43 | 556 |
| Active Problem Oriented Policing Projects | 0 | 0 |
| Completed Problem Oriented Policing Projects | 0 | 0 |

| General Patrol Activity | Amount | YTD |
|---|---|---|
| Calls for Service/CAD Incidents | 4,290 | 42,355 |
| Criminal Arrests | 294 | 2,848 |
| Felony Drug Arrests | 18 | 206 |
| Firearms Siezed | 15 | 208 |
| Field Interviews | 154 | 1,275 |
| City Ordinance Arrests | 9 | 110 |
| Unlawful Use of Motor Vehicles | 130 | 1,378 |

| Traffic Accidents | Amount | YTD |
|---|---|---|
| Traffic Accidents | 226 | 1,975 |
| Fatal Accidents | 0 | 7 |
| Personal Injury Accidents | 53 | 377 |

| Traffic Enforcement | Amount | YTD |
|---|---|---|
| Traffic Citations | 678 | 6,482 |
| Written Warnings | 348 | 3,740 |
| Parking Citations | 6 | 222 |

| Traffic Targeted Enforcement Stats | Amount | YTD |
|---|---|---|
| Driving Under the Influence (DUI) Arrests | 24 | 229 |
| DUI's Involving Accidents | 9 | 75 |
| Electronic Communication Device Stops | 11 | 155 |
| Speeding Stops | 267 | 2,682 |

# DECATUR ILLINOIS POLICE DEPARTMENT

## 2023 October Monthly Report

## INVESTIGATIONS DIVISION

### Street Crimes Drug Seizures / Activity

| Drug | Amount | | YTD | Price | Street Value |
|---|---|---|---|---|---|
| Cannabis | 804 | grams | 6,573 | $10 / gram | $65,730 |
| Cocaine - Powder | 130 | grams | 1,722 | $100 / gram | $172,200 |
| Cocaine - Crack | 14 | grams | 405 | $100 / gram | $40,500 |
| Heroin | 2 | grams | 766 | $300 / gram | $229,800 |
| Ecstasy | 1,711 | hits | 1,719 | $20 / hit | $34,380 |
| Meth | 1,029 | grams | 13,666 | $100 / gram | $1,366,600 |
| K2/Pills | 0 | pills | 1,141 | | |

| | Amount | YTD |
|---|---|---|
| Search Warrants | 8 | 46 |
| Currency Seized | $1,237 | $67,902 |
| Firearms Seized | 9 | 80 |
| Vehicles Siezed | 0 | 7 |
| Arrests | 7 | 162 |

### Adult / Juvenile Detective Activity

| | Amount | YTD |
|---|---|---|
| New Cases Assigned | 168 | 1,372 |
| Closed/Resolved Cases | 67 | 816 |
| Criminal Arrests | 67 | 519 |
| Homicides | 0 | 13 |
| Infant Death Investigations | 0 | 0 |
| Suicide Investigations | 0 | 7 |
| Missing Person Investigations | 2 | 59 |
| Computer Forensic Exams | 0 | 29 |

### U.S. Marshals Great Lakes Task Force

| | Amount | YTD |
|---|---|---|
| Felony Arrests | 16 | 156 |
| Misdemeanor Arrests | 0 | 13 |
| **TOTAL** | **16** | **169** |

| | Amount | YTD |
|---|---|---|
| **Sex Offender Registrations** | 142 | 1,288 |

**Public Works Department**
**Monthly Report**
**October 2023**

**Engineering:**

**Ellen and Division Inflow and Infiltration Reduction Project**

**Month Activity:** All work is complete with the punch list preparation and project closeout will continue into November.

**Project Background:** The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded on February 22, 2022. NWMCC mobilized in April. All work is complete.

**2023 Trenchless Long Lining Project:**

**Month Activity:** Lining started in October with approx. 95 percent of the work completed, work will wrap up early November.

**Project Background:** The project was designed and advertised by Engineering Staff on June 14, 2023, with bids received on July 6, 2023. Hoerr Construction provided the lowest responsible bid, and the contract was awarded by City Council on July 17, 2023.

**2023 Local and State MFT Projects:**

**Month Activity:** Work continued with pavement patching and sidewalk ramps in October to prepare for paving when temperatures allow. Paving is anticipated to continue into early November.

**Project Background:** The local and state MFT projects were designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 15, 2023. Dunn Company provided the lowest responsible bids, and the contract was awarded by the City Council on August 21, 2023. Dunn is scheduled to start the work in early September. Pavement has been milled and overlayed on Northland and Garfield Ave.

**2023 Water Main Replacement Project:**

**Month Activity:** The preconstruction meeting was held in October and the materials have been ordered.

**Project Background:** The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on September 18, 2023.

**William St Pump Station Improvements:**

**Project Background:** The project was designed and advertised by Engineering Staff and consultant CMT on September 6, 2023, with bids received on October 4, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023.

**Old King's Orchard Garden:**

**Project Background:** The project was designed and advertised by Engineering Staff on September 20, 2023, with bids received on October 4, 2023. Entler Excavating Company, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023.

**MUNICIPAL SERVICES MONTHLY DATA OCTOBER 2023**

| ASPHALT | QUANTITY | HOURS | OTHER INFO |
|---|---|---|---|
| Dura Patcher (spray) | 508 patches | 227.5 | |
| Milling / Asphalt | 48 sq yds | 36 | |
| Miscellaneous / Asphalt | 0 | 108.5 | |
| Pothole Patch / Repair | 430 patches | 91.5 | |
| Street Repair / Asphalt | 31.8 sq yds | 24 | |
| CONCRETE | QUANTITY | HOURS | OTHER INFO |
| Miscellaneous / Concrete | 0 | 109.5 | |
| SS Utility Cuts / Curb & Gutter | 0 linear ft | 0 | |
| SS Utility Cuts / Driveway | 0 sq yds | 0 | |
| SS Utility Cuts / Pavement | 0 sq yds | 0 | |
| SS Utility Cuts / Sidewalk | 1162 sq ft | 216 | |
| Water Dept Cuts / Curb & Gutter | 0 linear ft | 0 | |
| Water Dept Cuts / Driveway | 18.2 sq yds | 31 | |
| Water Dept Cuts / Pavement | 18 sq yds | 69.5 | |
| Water Dept Cuts / Sidewalk | 259 sq ft | 49.5 | |
| Water Dept Brick Street Rep | 13.25 sq yds | 74.5 | |
| DOWNTOWN PARKS | QUANTITY | HOURS | OTHER INFO |
| Downtown Maintenance | | 134 | |
| Flowerbed Maintenance | | 1 | |
| Fountain | | 53 | |

| | | | |
|---|---|---|---|
| Mowing / Downtown Parks | | 63 | |
| Special Events / Downtown Parks | | 0 | |
| ELECTRICAL | QUANTITY | HOURS | OTHER INFO |
| Special Projects / Events / Electrical | | 0 | |
| Service Calls / Other Departments | | 0 | |
| Street Light Maintenance | | 152 | |
| Traffic Signal Repair | | 254 Straight / 38 OT | |
| Warning Siren Maintenance | | 42 | |
| FLEET | AVAILABILITY | BILLABLE HOURS | OTHER INFO |
| Fleet Tasks | 98.98% | 731.05 | |
| FORESTRY | QUANTITY | HOURS | OTHER INFO |
| Miscellaneous | | 124 | |
| Mowing City Lots | | 0 | |
| Mowing City Property / ROW | | 0 | |
| Mowing City Property / State ROW | | 58 | |
| MSC Maintenance | | 42 | |
| New Tree Care & Maintenance | | 52 | |
| Pesticide Application | | 0 | |
| Storm Damage Clean-up | | 34 | |
| Stump Removal | 3 | 62 | |
| Tree Removal | 640 (inch diameter) | 429 | |
| Tree Trimming | 57 | 84 | |

| | | | |
|---|---|---|---|
| Vegetation Removal | 0 | 0 | |
| PARKING | QUANTITY | HOURS | OTHER INFO |
| Mail Delivery | | 20 | |
| Parking Lots/Garage Maintenance | | 22 | |
| Parking Meter Collection | | 4 | |
| Parking Meter Repair | | 5 | |
| Special Projects / Parking | | 0 | |
| STREET MAINTENANCE | QUANTITY | HOURS | OTHER INFO |
| Alley Grading | 1,100 linear ft | 9 | |
| Catch Basin / Pumped | 296 | 166 | |
| Catch Basin / Repaired | 23 | 88 | |
| Culvert / Installed | 0 linear ft | 0 | |
| Culvert / Jetted | 120 linear ft | 6 | |
| Ditching | 220 linear ft | 17.5 | |
| Storm Sewer / Jetted | 278 linear ft | 6 | |
| Storm Sewer / Repaired | 4 | 21 | |
| Sanitary Back-up / Jetted | 3,823 linear ft | 36 Straight / 20 OT | |
| Sanitary Manholes / Pumped | 1 | 2 | |
| Sanitary Manholes / Repaired | 2 | 14 | |
| Sanitary Sewers / Cleaned | 1,536 linear ft | 16 | |
| Sanitary Sewers / Jetted | 375 linear ft | 8 | |
| Sanitary Sewers / Roots | 6,980 linear ft | 98 | |

| | | | |
|---|---|---|---|
| Sanitary Sewers / Repaired | 2 | 32 | |
| Street Cleaning / 3rd Shift | 151 miles | 53.5 | |
| Street Cleaning / County Roads | miles | 0 | |
| Street Cleaning / Neighborhoods | 80.7 miles | 303.6 | |
| Street Cleaning / Priorities | 123.2 miles | 66 | |
| Street Cleaning / State Routes | 118.9 miles | 42 | |
| TRAFFIC | QUANTITY | HOURS | OTHER INFO |
| Decals Made | 646 | 20 | |
| Miscellaneous Traffic Control | | 32.5 | |
| Mowing Entry Signs | | 0 | |
| Signs / Installed | 34 | 82 | |
| Signs / Made | 47 | 64 | |
| Signs / Repaired | 42 | 87 | |
| Striping / Paint | 0 feet | 0 | |
| Striping / Tape | 0 feet | 0 | |
| Symbols / Paint | 0 | 0 | |
| Symbols / Thermoplastic | 0 | 0 | |
| Traffic Control (set up & removal) | | 18 | |
| VIOLATION RESPONSE | QUANTITY | HOURS | OTHER INFO |
| 72-hour / City Property | | 0 | |
| 72-hour / Clean-Up | 60 | 256 | |
| 72-hour / Clean-Up Court Time | | 0 | |

| | | | |
|---|---|---|---|
| Abatements (weed & brush) | 1 | 3 | |
| Home Secures | 19 | 41 | |

**Water Production Division**
**Monthly Report**
**October 2023**

**DeWitt County Wellfield Improvements:** INTERA Inc. completed the preliminary engineering report. The project is on hold due to the soon to be purchased DeWitt Co. second wellfield property.

**Lake Decatur Landscape Maintenance:** This year's work on the south side of the U.S. 36 bridge was completed by Homer Tree Care.

**Lake Decatur Water Level:** Lake Decatur was maintained at an average level of 612.5 feet (84% full) which is below normal for October due to below normal rainfall.

**Lake Decatur Watershed Management Plan:** Work continued on the $9.88M USDA RCPP grant webpage, advisory board, USDA program parameters and contract details, partner coordination and contribution management, and overall promotion; $150K 2020 IEPA Section 319 grant tasks and $250K 2021 IEPA Section 319 grant tasks including advertising for bids for Lake Decatur shoreline stabilization and creating the Camp Creek sub watershed plan. The $350K 2022 IEPA Section 319 grant application continues to be evaluated by IEPA. Northwater Consulting continued operating the watershed water quality monitoring network and planning to construct several high priority Best Management Practices (BMPs). City staff continued BMP GIS database creation, planning, and constructing Lake Decatur Watershed Protection Program BMPs.

**Nelson Park Boat Ramps Preliminary Study:** Martin Engineering's preliminary concept designs are planned to be included in the yet to be scheduled Nelson Park harbor improvement plan presentation.

**Oakley Sediment Basin Drainage Improvements:** Martin Engineering continued work on the second draft of the drainage improvements design.

**South Water Treatment Plant East Clarifiers to Claricones Conversion:** As of this month Plocher Construction has completed 96% of this project which is scheduled for completion by the end of the year.

**Vulcan Pit, Rhodes Landfill and Source Water Protection Plan:** INTERA Inc. continued work on the Vulcan Pit new pipeline design and assessing the pit's water recharge rate.

**Water Production:** Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems and water distribution sampling stations projects. Analyzed water quality samples for Lake Decatur Watershed Management Plan monitoring. 542.8 million gallons of potable water were pumped into the water distribution system which was 5% less than October 2022.

**Performance Outcomes:**

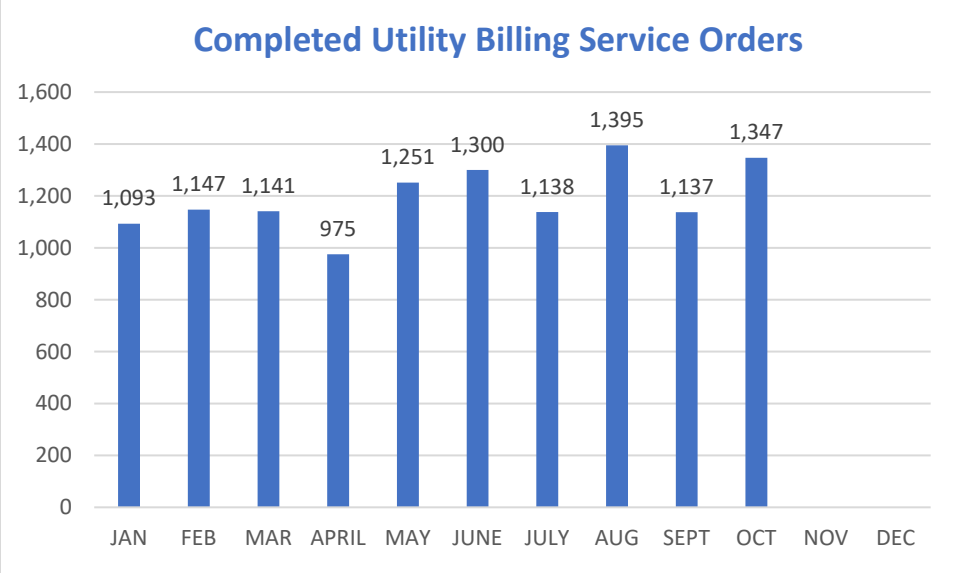
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine, and nitrate. All these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred in October.

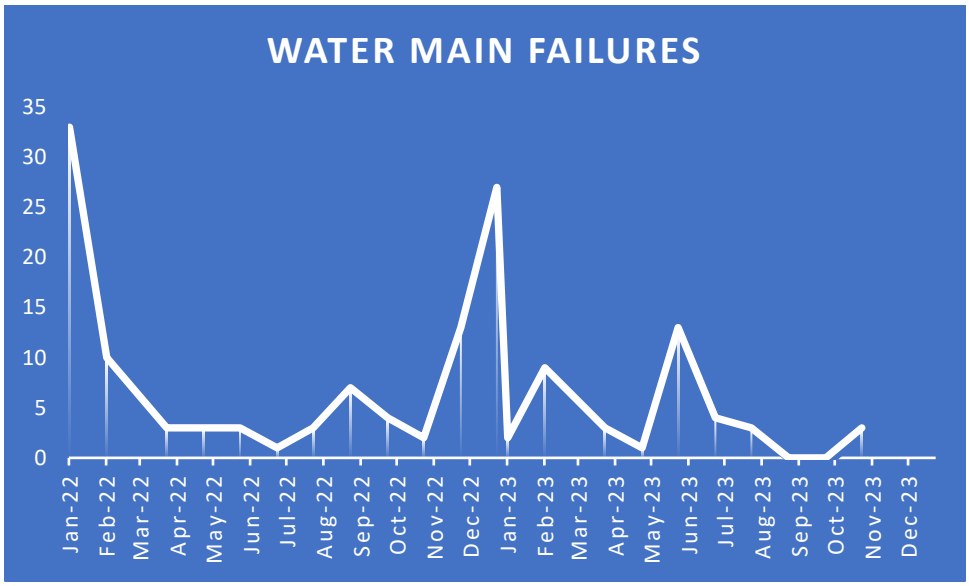
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting completed the draft Year 2 Tributary Monitoring Summary which includes sediment accumulation.

**October 2023**

**Water Services:**

Staff repaired 3 fire hydrants, 3 system control valves, 22 water services and inspected 5 system control valves and 1 fire hydrant. Completed 1,347 Utility Billing service orders and 73 miscellaneous distribution system orders.




WATER MAIN FAILURES
35
30
25
20
15
10
5
0
Jan-22
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
Dec-22
Jan-23
Feb-23
Mar-23
Apr-23
May-23
Jun-23
Jul-23
Aug-23
Sep-23
Oct-23
Nov-23
Dec-23

# Transportation Services Department
# Monthly Report

# October 2023

## Mass Transit Division

For the month of October, the Mass Transit staff completed the following projects:

1. Route Study: APC data is completed. Benesch completed Phase 1 of public engagement November 6-10.
2. Campus Master Plan: Phase 2 Schematic Design, kickoff to be held first week of December.
3. Contract for City ad space completed with Houck. Working on the design phase.
4. Ordered 4 new solar benches for new bench pilot.
5. Awarded Safe Streets and Roads for All grant for the Decatur, IL Vision Zero Action Plan.

Our ridership for the month consisted of the following:

| Fixed Route | Mon-Sat | Sundays | Total |
|---|---|---|---|
| Passenger Rides | 71,496 | 1,905 | 73,401 |
| Miles Driven | 82,275 | 3,454 | 85,729 |
| On Time Performance | | | 93% |
| Train Delays | | | 8 |

| Paratransit | Mon-Sat | Sundays | Total |
|---|---|---|---|
| Passenger Rides | 2,305 | 25 | 2,330 |
| Miles Driven | 9,018 | 300 | 9,318 |
| On Time Performance | | | 98% |

*On Time Performance (OTP): method of understanding punctuality for public transit

## Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of October, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, HVAC updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. Continued safety initiative

including: installation of security cameras and doors, painting, and concrete repair. Ordered bike racks, pending installation.

2. Library Facilities:
    a. Lease Space: Continued development including: installed directories, door signs, mailboxes. Re-key project underway. Replaced toilets at clinic and serviced sewer line. Ordered bike racks, pending installation.
    b. Library: Continued repairs and work. Carpet project still underway and making progress. Working on hot water line. Ordered bike racks, pending installation.
3. Police Facilities: Building maintenance PM schedule is completed. Repair and adjust doors.
4. Civic Center: Solar project underway. Door window repair/replacement in progress. Bike racks ordered and pending installation.
5. MSC: Working with AEX for roof design and walkway addition. Fire alarm maintenance and testing.
6. CILBA: monthly home inspections completed. Working on Wee Folk project including: lead & asbestos testing, removal of groundhogs, cleanup debris, etc.
7. Fire Department: Repair double doors, exterior door, and replace fence at Station #1, Roof repair quotes for storm damage at Stations 2 &6, project underway to install gas line at Station 2. Sewer repair underway for Station 6.

## Electric Vehicle (EV) Division

For the month of October, the EV staff completed the following projects:

1. CDM Smith Contract Executed, EVRP plan kick off in November.
2. NEVI (National Electric Vehicle Infrastructure) research and funding options.